SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0102-00007
UNDER THE
FAMILY PLANNING GRANT PROGRAM

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **South Texas Family Planning and Health Corporation** ("Grantee" or "Contractor"), having its principal office at 4455 South Padre Island Dr., Ste. #29 Corpus Christi, TX 78411 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Family Planning Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter B, §§382.101-129.

III. CONTRACT PERIOD

This Contract has two components, the Fee-For-Service component and the Cost Reimbursement component. Given the need to coordinate the contracts associated with the Family Planning Program ("Program") with the TMHP claims process associated with the Fee-For-Service component of the Program, the effective dates for each component are as follows:

The Cost Reimbursement component will be effective upon the signature date of the latter of the Parties to sign the Contract.

The Fee-For-Service component will be effective on August 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later.

The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in the: (1) Family Planning Program Open Enrollment, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised

Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Family Planning Program Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents
Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Family Planning Program services to **5,603** Unduplicated Clients during the term of this Contract.

V. CONTRACT NOT-TO-EXCEED AMOUNT AND PAYMENT PROCESSES

The total amount of this Contract shall not exceed **$1,596,850** as described in the budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

Fee-For-Service Payments:

The not-to-exceed amount for the Fee-For-Service component is **$798,425**. Contractor must submit claims in accordance with the requirements of Sections 2.3.3 and 2.3.5 of the Family Planning Program Open Enrollment, ATTACHMENT A.

Cost Reimbursement Payments:

The not-to-exceed amount for the Cost Reimbursement component is **$798,425**. All expenditures under the Contract must be in accordance with ATTACHMENT C. This portion of the Contract will be paid on a cost reimbursement basis as described in Sections 2.3.3 and 2.3.4 of the Family Planning Program Open Enrollment, ATTACHMENT A.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512) 776-3561

Grantee
South Texas Family Planning & Health Cooperation
4455 South Padre Island Dr., Ste. #29
Corpus Christi, TX 78411
Attention: Martha Zuniga
Email: MarthaZuniga@STFPHC.org
Phone: (361) 855-7333 ext. 11

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee
South Texas Family Planning & Health Corporation
4455 South Padre Island Dr., Suite #29
Corpus Christi, TX 78411
Attention: Martha F. Zuniga, Executive Director

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. Dispute Resolution

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

VIII. Execution of Contract

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

System Agency

Name: Charles Smith
Title: Executive Commissioner
Date of execution: 8-1-2016

Grantee

Name: Martha F. Zuniga
Title: Executive Director
Date of execution: 07-06-2016

The following attachments are attached hereto and incorporated herein by reference:

Attachment A – Family Planning Program Open Enrollment
Attachment B – Contractor's revised Program Forms
Attachment C – Contractor's revised Budget Documents
Attachment D – Contractor's Open Enrollment Application
Attachment E – Uniform Terms and Conditions
Attachment F – Special Conditions
Attachment G – State Assurances
Attachment H – Federal Assurances
Attachment I – Data Use Agreement

Attachment A – Family Planning Program
Open Enrollment Solicitation



Chris Traylor, Executive Commissioner

Open Enrollment For

Family Planning Program

Enrollment Number: *529-16-0102*

Enrollment Period Opens: 0*5/27/2016*

Enrollment Period Closes: *07/12/2016*

NIGP Class/Item Code:

952-42
948-47
948-48
918-88
924-16
948-26
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948-81

Addendum #1 (June 7, 2016)

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1. GENERAL INFORMATION

1.1. Scope

The State of Texas, by and through the Health and Human Services Commission (HHSC), seeks qualified Applicants to enter into contracts to provide comprehensive Family Planning Program Services, in order to reduce unintended pregnancies, positively affect future pregnancies, and improve health status of women and men in accordance with the specifications contained in this open enrollment.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Stefanie Jackson, CTPM
Procurement and Contracting Services (PCS)
Texas Health and Human Services Commission
1100 W. 49th Street, Mail Code 2020
Austin, TX 78756
512.406.2468
Stefanie.Jackson@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2 by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	***05/27/2016***
Open Enrollment Period Closes	***07/12/2016***
HUB Vendor Teleconference	***9:00 AM CST 06/02/16***
HHSC Post Awards to Electronic State Business Daily (ESBD)	***As contracts are executed***
Anticipated Contract Start Date	***07/01/2016***

1.4. Background

1.4.1. Overview of the Health and Human Services Commission (HHSC)

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants shall:

1.5.1. be an entity free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/;

1.5.2. be free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: https://www.sam.gov/portal/public/SAM;

1.5.3. be "Active" by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/;

1.5.4. have a Medical Director that holds a valid and current medical license to practice in the State of Texas; and

1.5.5. be a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application;

> **NOTE**: The applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide Family Planning Program services on Form I. If a clinic site does not have a TPI or NPI, the applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form I. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

1.6.1. Contract Type and Term

HHSC will award one or more contracts under this open enrollment. The initial contract period will commence on or about July 1, 2016 and will terminate August 31, 2017. The resulting contracts may be renewed for up to two additional two-year terms.

1.6.2. Contract Elements

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful applicants'' respective application. The UTCs are contained in Appendix F and the HHSC Special Conditions are contained in Appendix G. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated in the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Respondent Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1. Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;

- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting an Application, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the applicant must disclose all potential conflicts of interest. The applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of an application or termination of the contract.**

1.8.3. Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

1.8.4. Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms "can," "may," or "should" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the ESBD. Applicant must check the ESBD frequently for changes and notices of matters affecting this open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

1.10. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2 of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. STATEMENT OF WORK

2.1. Program Requirements

Family Planning Services are preventive health, medical, counseling, and educational services that assist low-income Texans to manage their fertility and achieve optimal reproductive and general health. Family Planning Program funding shall not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures.

The following sections constitute the minimum program requirements for the Family Planning Program. Applicants that meet the eligibility requirements contained in Section 6 of this open enrollment must also meet the requirements described below, **prior to receiving a contract**.

2.1.1. Family Planning Program Certification

All Applicants, prior to the receipt of a contract resulting from this open enrollment, must submit a signed Family Planning Program Certification, which is contained in Form K, or a document that is substantially similar to the content of Form K. An Applicant may submit their certification at the time it submits its Application.

2.1.2. Required and Optional Services

Appendix A contains a list of the required core Family Planning Services that must be provided under the terms of the contracts resulting from this open enrollment. Additionally, Contractors must provide all FDA-approved methods of contraception (with the exception of emergency contraceptive pills) either directly or by referral to another provider of contraceptive services. Contractors must also provide natural family planning methods, basic infertility services, and services to adolescents.

NOTE: Additional information regarding the required contraceptive methods and services is contained in Appendix F, the HHSC Family Planning Program Policy and Procedure Manual.

2.1.2.1. Pharmaceutical Services:

Contractors must be capable of providing limited pharmaceutical services (including contraceptive methods and related medications) to Clients at each of the clinics identified in its application. Accordingly, for each clinic, Contractors will be required to have at least a Class D pharmacy on-site or have applied for a Class D pharmacy license through the Texas Pharmacy Licensing Board. A Class D pharmacy license is required to ensure Clients have immediate access to contraceptive methods and related medications covered under the Fee-For-Service portion of the Family Planning Program.

NOTE: If an Applicant determines that having a Class D pharmacy license is not feasible, the Applicant may request an exemption to this requirement from HHSC.

2.1.2.2. Optional Services:

In addition to the required core Family Planning Services, contraceptive services, and pharmacy services, Contractors may choose to provide any of the optional services that are contained in Appendix B. These optional services include breast and cervical cancer diagnostic services, limited prenatal services, and immunizations.

2.1.3. Medical Director

Contractors must have a Medical Director who has a valid and current medical license in the state of Texas overseeing its Family Planning Program services. Each clinic site must provide Family Planning Services under the purview of a Medical Director licensed in the state of Texas.

NOTE: A Medical Director may oversee Family Planning Services at multiple clinic sites.

2.1.4. Sterilization Services

Contractors that perform sterilization services must do so in accordance with the requirements and limitations contained in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F.

2.1.5. Co-pays Charged to Clients

Contractors may charge Clients a co-pay in accordance with the HHSC Family Planning Program policy. However, a Contractor must not collect a co-pay from a client if the Client is unable to pay, or if it creates a barrier to services/care for the Client. Contractors may not deny a Client services because of a Client's inability to pay current fees or any fees owed to the Contractor.

2.1.6. Eligible Client Population Determination

The eligible population for the Family Planning Program consists of women and men who have income at or below 250% of the Federal Poverty Level (FPL), are age sixty-four or younger, and reside in Texas. Contractors will be required to serve all individuals that meet the eligible population requirements. Contractors will be required to screen potentially eligible women and men for program eligibility in accordance with the HHSC Family Planning Program Policy and Procedure Manual.

2.1.7. Administrative Requirements

Contractors must have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership.

NOTE: the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com

2.1.7.1. Contractors must ensure compliance with the Reimbursement Processes described in Section 2.3, below.

2.1.7.2. Contractors must use internal Quality Assurance/Quality Improvement (QA/QI) management and processes to monitor Family Planning Services. Contractor must have a QA/QI committee and the Medical Director must be a part of the committee.

2.1.7.3. Contractors must ensure compliance with the reporting requirements described in section 2.2, below.

2.1.7.4. Contractor must ensure the provision of Family Planning Program Services to Clients throughout the entirety of the contract term.

2.1.7.5. Contractors will be required to develop and implement an annual plan to provide Family Planning Program promotion to:

2.1.7.5.1. inform the public of its purpose and services;

2.1.7.5.2. enhance community understanding of its objectives;

2.1.7.5.3. enlist community support; and

2.1.7.5.4. elicit potential Clients.

2.1.7.6. Contractors are required to participate in all HHSC-required Family Planning Program trainings. The four (4) required annual trainings include:

2.1.7.6.1. State of Texas child abuse reporting requirements;

2.1.7.6.2. assessment for human trafficking and intimate partner violence;

2.1.7.6.3. HHSC Family Planning Program Client eligibility and billing; and

2.1.7.6.4. continuing education credits regarding long-acting reversible contraception (LARC). Family Planning Program trainings may include webinars, conference calls, and in-person trainings.

2.1.7.7. **NOTE:** The selected contractor(s) may attend HHSC-required trainings in person or participate remotely.

2.1.8. Clinic Site Readiness

Each of the Contractor's clinics that will provide Family Planning Services must meet the clinic readiness criteria identified on Form H.

2.1.9. Rules/Policy

Contractors will be required to comply with the requirements set out in the applicable Family Planning Program rules, which are currently contained in Title 25, Part 1 of the Texas Administrative Code, Chapter 39, Subchapter B, Rule §§39.33 and 39.38, as currently enacted or as later modified. The applicable Family Planning Program rules are contained in Appendix C. Additionally, Contractors will be required to comply with the Family Planning Program requirements set out in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F. The HHSC Family Planning Program Policy and

Procedure Manual may be revised without the need of a written modification to the contracts resulting from this open enrollment.

2.1.10. Procurement Forms

Applicants must sign and submit all of the forms contained in Appendix I prior to receiving a contract resulting from this open enrollment.

2.2. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Contractors will be required to report on required Professional Development activities on an annual basis. The information contained in these reports must, at a minimum, include: topic, date, and source or presenting body.

Professional Development	Reporting Period	Reporting Due Date
Documentation of Professional Development Activities conducted.	Annually	On or before September 30, 2017

Contractors will be required to report on program promotion activities by providing a Program Promotion report in accordance with requirements set forth in Family Planning Program/Outreach Annual Report, to be provided by HHSC. The information contained in this report must include: the activity, dates, number of agency staff monitoring, number of estimated potential Clients, community partners, type of media presented, and successes and challenges of activities.

Program Promotion	Reporting Period	Reporting Due Date
Description of Program Promotion Activities	Annually	On or before August 15, 2016.
Documentation of Program Promotion Activities conducted	Annually	On or before September 30, 2017

Contractors will be required to report on program services provided to Clients by completing a Family Planning Program Annual Report, to be provided by HHSC. The information contained in this report must include: numbers of Clients served and successes and challenges of providing services.

Annual Report	Reporting Period	Reporting Due Date
Family Planning Program Annual Report	Annually	On or before January 30, 2018

2.3. Funding Request and Reimbursement Processes for Family Planning Program Services

Family Planning Program funding shall not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures. Contractors must provide Family Planning Program Services as required under the resulting contracts to serve the number of proposed Unduplicated Clients during the term of the contract. Accordingly, on Form E, Applicant must propose the number of Unduplicated Clients it will serve during the term of the contract resulting from this enrollment.

If funds for these Contracts become unavailable during any budget period, HHSC may immediately terminate or reduce the amount of the resulting Contract at the discretion of HHSC. Contractor will have no right of action against HHSC if HHSC cannot perform its obligations under this Contract due to a lack of funding for any activities or functions outlined in Section 2 of this open enrollment. HHSC does not guarantee funding at any level and may increase or decrease funds at any time during the term of a Contract resulting from this open enrollment.

2.3.1. Reimbursement Options:

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

2.3.1.1. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

2.3.1.2. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

Accordingly, Applicants must indicate the amount of their total proposed funding request that may be reimbursed using the Fee-For-Service reimbursement method only or using both of the methods (Fee-For-Service and cost reimbursement) on Form E.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

2.3.2. Budget Requirements:

In accordance with the requirements contained in Forms F and F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

2.3.2.1. Personnel

2.3.2.2. Fringe Benefits

2.3.2.3. Travel

2.3.2.4. Equipment

2.3.2.5. Supplies

2.3.2.6. Contractual

2.3.2.7. Other

2.3.2.8. Indirect Costs

NOTE: Indirect Costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Applicants must base their budget and funding request on the requirements contained in Section 2 of this open enrollment.

Applicants must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Program Requirements.

2.3.3. Reimbursement for Services

All Family Planning Program funds are required to be used to assist Clients in planning their families, whether it is to achieve, postpone, or prevent pregnancy. Family Planning Program services will be reimbursed as follows:

2.3.3.1. All direct Client clinical services provided under the contract resulting from this procurement will be reimbursed using the Fee-For-Service reimbursement method, which requires Contractors to submit their claims to TMHP for services rendered. However, the claims will be paid by HHSC; and

NOTE: Services contained in Appendices A and B are allowable Fee-For-Service program services under the Family Planning Program.

2.3.3.2. Contractors may be reimbursed by HHSC for up to 50% of the total amount of funding awarded on a cost reimbursement basis, which requires contractors to submit monthly vouchers for expenses outlined in the categorical budgets of their respective contracts.

NOTE: Categorical Family Planning Program funds (cost reimbursement funds) must be directly related to support services that enhance clinical outcomes for Clients served under the Fee-For-Service program.

2.3.4. Cost Reimbursement Process

Contractors may seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in the categorical budget included in their contract for the cost reimbursement portion of the Family Planning Program.

Family Planning Program funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program Income received from the provision of Fee-For-Service services must be expended before Family Planning Program cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if Program Income equals or exceeds program expenses. When program expenses exceed Program Income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.3.5. Fee-For-Service Reimbursement Process

Contractors must submit their Fee-For-Service claims to TMHP using the 2017 Family Planning Claim Form. The Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at http://www.tmhp.com.

HHSC Family Planning Program claims or appeals must be filed within certain timeframes:

2.3.5.1. Initial claims submission: Submitted within 95 days of the date of service on the claim or date of any third party insurance explanation of benefit (EOB). If the 95th day falls on a weekend or holiday, the filing deadline is extended until the next business day.

2.3.5.2. Appeals: Submitted within 120 days of the date on the R&S Report on which the claim reaches a finalized status. If the 120th day falls on a weekend or holiday, the filing deadline is extended until the next business day. If the claim is denied for late filing due to the initial submission deadline, documentation of timely filing must be submitted along with the claim appeal. Refer to the TMPPM for further information.

2.3.5.3. All claims and appeals must be submitted and processed within 60 days after the end of the contract period.

2.3.5.4. All claims must continue to be billed and denied claims appealed even after the contract funding limit has been met.

NOTE: If a Client co-pay is collected, Contractors are required to include that amount on the corresponding Fee-For-Service claim. Contractors may charge Clients a co-pay based on HHSC Family Planning Program policy. However, Contractors may not collect a co-pay if the Client is unable to pay, or if it creates a barrier to care/services for the Client. Contractors must not deny a Client services because of the Client's inability to pay current fees or any fees owed.

2.4. Service Delivery Area(s)

The geographic area to be served consists of HHSC Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11. A map of all HHSC Regions may be accessed at the following link:

http://www.hhsc.state.tx.us/about_hhsc/Regions/

NOTE: Applicants should click on a specific Region to view a list of counties found within the Region.

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

3.1.1. The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix J.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) and in accordance with Texas Administrative Code §20.14(b)(3), an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive. Applications that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected due to material failure to comply with Government Code, §2161.252(b).

4.1 Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
Sherice Williams, HUB Coordinator
Phone: (512) 406-2542
E-mail: sherice.williams@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website.

Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2 HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3 Statewide Annual HUB Utilization Goal

The CPA has established statewide annual HUB utilization goals for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules In order to meet or exceed the statewide annual HUB utilization goals, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an All Other Services procurement under the CPA rule and therefore has a statewide annual HUB utilization goal of 26% per fiscal year.

4.4 Required HUB Subcontracting Plan

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, Applications, offers, or other applicable expressions of interest for the contract, determine whether there will be subcontracting opportunities under the contract. If the state agency determines that there is that probability, the agency shall require that each bid, proposal, offer, or other applicable expression of interest for the Contract include a Historically Underutilized Business Subcontracting Plan.

In accordance with Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.14 (a)(1)(C) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5 CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

4.5.1 National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **Class 918,** Consulting Services **– Item 88:** Quality Assurance/Control Consulting
- **Class 924,** Education/Training Services **– Item 16:** Course Development Services, Instructional/Training
- **Class 948,** Health Related Services **– Item 26:** Cytology Screening Services
- **Class 948** Health Related Services **– Item 48:** Health Care Services (Not Otherwise Classified)
- **Class 948** Health Related Services **– Item 55:** Medical and Laboratory Services (Non-Physician)

- **Class 948** Health Related Services **– Item 74:** Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (*Including Physicians, Pharmacists and all Specialties)*
- **Class 948** Health Related Services **– Item 81:** Radiation Therapy Treatment Services

Applicants are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6 HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

4.6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

4.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:
Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Use the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

4.6.2.1 Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or,**

4.6.2.2 Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and
- identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or,**

4.6.2.3 Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; **or,**

4.6.2.4 Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities with whom the Applicant intends to subcontract.

  Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:
  - a description of the portion of the SOW to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.

- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

4.6.3 Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

4.7 Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the SOW using its own resources or provide a statement explaining how it will complete the SOW using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicants staff fully dedicated to the contract;
- allow HHSC to conduct an onsite review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the SOW.

4.8 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The Contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment.

This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties amend the contract to include a change to the SOW or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this Application (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected Contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.2. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all responses or portions thereof.

5.3. Joint Applications

HHSC will not consider joint or collaborative responses that require it to contract with more than one Applicant in a single contract.

5.4. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.5. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.6. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.7. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016** at **9:00 A.M. (CST) to discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerP

5.8. Application Submission Instructions

Applicant must submit two (2) paper copies and two (2) electronic copies of all required documents as scanned versions (.pdf) on separate portable media devices, such as flash drives or compact discs. These devices and their content must be compatible with Microsoft Office 2013. Applicants must ensure there are no encryptions on these devices, so as to prevent HHSC from opening the documents. **The electronic Application submission must be organized as directed in subsection 5.9 of this open enrollment**. If Applicant is having difficulty providing an electronic Application submission, contact the HHSC Point of Contact identified in subsection 1.2 of this open enrollment for hard copy submittal accommodations.

Each media device must be labeled with the following information:

- Name of the Organization;
- Organization's point of contact;
- Organization's point of contact's job title;
- Organization's point of contact's telephone number and Email address;
- HHSC Procurement number of this open enrollment; and
- Date of submission

5.9. Organization of Electronic Submission of Application

Applicant should organize its scanned and signed Application packets in the following order and format. Each electronic copy of the Application packet should include the following respective listed documents and the documents should be in the following order. As discussed in Section 2.1, an applicant that meets the initial screening criteria will not be entitled to receive a contract until all of the forms listed below are received by HHSC.

Completed Forms A-K
Form A: Face Page
Form A-1: Application Narrative
Form B: Table of Contents and Checklist
Form C: Texas Counties and Regions
Form D: Family Planning Program Contact Person Information
Form E: Family Planning Funding Request and Proposed Number of Unduplicated Clients
Form F: Budget Summary
Forms F1-F7: Budget Category Detail Forms
Form G: Family Planning Program Applicant Readiness
Form H: Family Planning Clinic Site Readiness
Form I: Family Planning Clinic Sites
Form J: Family Planning Services Profile Table
Form K: Family Planning Certification
Appendix I: Certifications and Other Required Forms

5.10. Delivery of Applications

5.10.1. Submit the Application to HHSC Procurement and Contracting Services (PCS) Division provided below. **All required documents must be received by PCS by the due date and time listed in the Procurement Schedule in subsection 1.3 of this open enrollment.**

Delivery Option
Physical Address for Delivery (Operating Hours – 8:00 A.M. to 5:00 P.M.)
Health and Human Services Commission Attn: ***Bid Coordinator*** Procurement and Contracting Services Building 1100 W. 49th St. Mail Code: 2020 Austin, Texas 78756

5.10.2. PCS will date and time-stamp all submissions when received. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified time and date. All Applications must be submitted by hand delivery, by courier, or by mail.

5.10.3. HHSC will not accept Applications by any other method of delivery (e.g., telephone, facsimile, or email).

5.10.4. All Applications become the property of HHSC after submission.

5.10.5. Submission of an Application does not execute a Contract.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1. The Applicant fails to meet major open enrollment specifications, including:

6.2.1.1. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3 of this open enrollment.

6.2.1.2. The Applicant is not eligible under subsection 1.5 of this open enrollment.

6.2.2. The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

6.4.1. Past business history, practices, and conduct;

6.4.2. Ability to supply the goods and services; and

6.4.3. Ability to comply with Contract requirements.

By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

6.5. Method of Allocation

Total funding available under this open enrollment is $40,000,000.

The Family Planning Program funding awards will be distributed first to public entities that provide family planning services (that include state, county and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine, then to non-public entities that provide comprehensive primary and preventive care as a part of their family planning services, and finally to non-public entities that provide family planning services but do not provide comprehensive primary and preventive care.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that utilize Community Health Workers and/or provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

REGION	Family Planning Program Funding
Texas, all Regions	$40,000,000
Region 1	$1,330,366
Region 2	$802,141
Region 3	$9,835,976
Region 4	$1,699,500
Region 5	$1,178,344
Region 6	$9,264,794
Region 7	$4,366,609
Region 8	$4,168,212
Region 9	$823,507
Region 10	$1,744,224
Region 11	$4,786,328

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary to ensure that the Family Planning Program does not severely limit or eliminate access to services to any region of the state.

7. GLOSSARY

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, or control, a franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark
Applicant	Any individual or entity that submits an application for Enrollment pursuant to this open Enrollment.
Application	An Application submitted by an Applicant in response to this Open Enrollment.
Client	An individual who has been screened and successfully completed the eligibility process for the Family Planning Program.
Community Health Worker	A person who, with or without compensation, is a liaison and provides cultural mediation between health care and social services and the community. A Community Health Worker (CHW) is a trusted member of the community who: has a close understanding of the ethnicity, language, socio-economic status, and life experiences of the community served; assists people gain access to needed services; and increases health knowledge and self-sufficiency through a range of activities such as outreach, client navigation and follow-up to community health education and information, informal counseling, social support, advocacy, and participation in clinical research. A Certified CHW is an individual with current certification as a Community Health Worker issued by the Department of State Health Services.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in aa case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Family Planning Program	A state-funded program administered by HHSC to provide Family Planning Services to eligible females and males.

TERM	DEFINITION
Family Planning Services	Educational or medical activities that enable individuals to determine the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counselling, health screenings, and sexually transmitted infection screening and services.
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the United States (U.S.) Department of Health and Human Services. FPL varies according to household size. Public assistance programs, such as Medicaid in the U.S., define eligibility income limits as some percentage of FPL.
Fee-For-Service	Payment mechanism for services that are reimbursed on an agreed rate per unit of service (also known as unit rate).
Health and Human Services Commission (HHSC)	The state agency that has oversight responsibilities for designated health and human services agencies, including DSHS, and administers certain health and human services programs including the Texas Medicaid Program, Children's Health Insurance Program (CHIP), and Medicaid waste, fraud, and abuse investigation
Healthy Texas Women Program (HTW Program)	HTW is a state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities. Refer to Budget Summary Instructions of this document for greater detail. Indirect cost should not exceed 15% of the total personnel cost.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.
Program Income	Monies collected directly by the contractor for services provided under the contract award. Program income includes Client co-pay fees, Client donations, and HHSC Family Planning Program Fee-For-Service reimbursements.
Promote	Advancing, advocating, or popularizing Elective Abortions.

TERM	DEFINITION
Readiness	A determination that Applicant has the specified attributes to support a given service, the ability to meet program and contractual requirements, and the capacity to achieve service levels based on services proposed to be provided with the funds awarded under a contract resulting from this procurement.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid and Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is a state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HHSC Family Planning Program Client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services he/she receives (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

8. Programmatic Acronyms

ADA	Americans with Disabilities Act
CWH	Community Health Worker
CLIA	Clinical Laboratory Improvement Amendments
CPT	Current Procedural Terminology
FDA	Federal Drug Administration
FPL	Federal Poverty Level
HHSC	Health and Human Services Commission
HTW	Healthy Texas Women Program
NPI	National Provider Identifier
QA	Quality Assurance
QI	Quality Improvement
STD	Sexually Transmitted Disease
STI	Sexually Transmitted Infection
TMHP	Texas Medicaid Healthcare Partnership
TPI	Texas Provider Identifier
TWHP	Texas Women’s Health Program

9. FORMS

The remainder of the page is intentionally left blank.

Texas Health and Human Services Commission – Family Planning FY17 Open Enrollment

FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

APPLICANT INFORMATION	
1) LEGAL BUSINESS NAME:	
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	
3) PAYEE Name and Mailing Address (if different from above):	
4) DUNS Number (9-digit):	5) Health and Human Service Region:

6) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit):

**The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

7) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

8) BUDGET PERIOD: Start Date: July 1, 2016 End Date: August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions)

10) PRIMARY PLACE OF SERVICES PROVIDED:

11) TOTAL FUNDING REQUESTED:		13) FAMILY PLANNING (FP) PRIMARY CONTACT PERSON Name: Phone: Fax: Email:
Fee for Service:	Categorical:	
12) PROJECTED EXPENDITURES Does Applicant's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for Applicant's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☐ No ☐ ***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*		14) FINANCIAL OFFICER Name: Phone: Fax: Email:

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in APPENDIX I: HHSC Assurances and Certifications. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

15) AUTHORIZED REPRESENTATIVE	16) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Title: Phone: Fax: Email:	17) DATE

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the Applicant and the proposed project with the Texas Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the assurances and certifications contained in APPENDIX I: HHSC Assurances and Certifications, acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the Applicant's proposal.

1) LEGAL BUSINESS NAME - Enter the legal name of the Applicant.

2) MAILING ADDRESS INFORMATION - Enter the Applicant's complete physical and mailing address, city, county, state, and zip code.

3) PAYEE NAME AND MAILING ADDRESS - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) DUNS NUMBER – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. This can be obtained at: http://fedgov.dnb.com/webform

5) HEALTH AND HUMAN SERVICE REGION – Enter contractor's Health and Human Service Region. A map of all HHSC regions may be accessed at the following link: http://www.hhsc.state.tx.us/about_hhsc/Regions/.

6) FEDERAL TAX ID / STATE OF TEXAS COMPTROLLER VENDOR ID / SOCIAL SECURITY NUMBER - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

7) TYPE OF ENTITY - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml, http://www.sos.state.tx.us/corp/nonprofit_org.shtml, and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf. Check all other boxes that describe the entity.

8) BUDGET PERIOD - Enter the budget period for this proposal. Budget period is defined in the Open Enrollment solicitation.

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT - List the proposed counties served by the project and complete Form C: Texas Counties and Regions.

10) PRIMARY PLACE OF SERVICES PROVIDED – Enter the primary city, state, and 9-character zip code in which the Family Planning Services will be performed. If the services will be performed in multiple places, list the information for the place that will receive the greatest benefit from these funds.

11) TOTAL FUNDING REQUESTED - Enter the total amount of funding requested from HHSC for proposed project activities. The total funding amount requested must match the total amount requested on the Budget Summary Form (Form F).

12) PROJECTED EXPENDITURES - If Applicant's projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).

13) FAMILY PLANNING PRIMARY CONTACT PERSON - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

14) FINANCIAL OFFICER - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

15) AUTHORIZED REPRESENTATIVE - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant.

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE - The person authorized to represent the Applicant must sign in this blank.

17) DATE - Enter the date the authorized representative signed this form.

Form A-1 -- APPLICATION NARRATIVE

1. Provide the job descriptions (including specific duties) for the following key employees in the space provided:

   - Quality Assurance/Quality Improvement personnel:

   - Eligibility Staff:

- Data Collection Staff:

- Billing Staff:

2. In the space provided, Applicant must provide a summary of how it will ensure compliance with the Program Requirements contained in Section 2 of this open enrollment:

3. If an Applicant will subcontract any of the required (or optional) services, the Applicant must describe, in the space provided below how it will:
    a. develop, negotiate, and administer the subcontracts;
    b. provide training and technical assistance to subcontractors on all aspects of service delivery and administration;
    c. monitor subcontractors' programmatic performance, including professional and clinical services; and
    d. monitor subcontractors' quality assurance/quality improvement.

4. Applicants must provide in the space provided the following information related to its Family Planning Program promotion plan:

    a. a description of the Applicant’s Family Planning Program promotion plan for the contract period July 1, 2016 through August 31, 2017;
    b. a description of the Applicant's implementation and evaluation strategy(ies); and
    c. a description of the Applicant’s Family Planning Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Applicant must include a description of the outreach plan and strategies for marketing the program to the community.

5. Applicant must describe in the space provided how it will design, implement, and monitor Family Planning Program funds in order to ensure the provision of Family Planning and other support services to Clients throughout the duration of the contract.

6. Applicant must describe in the space provided its internal Quality Assurance/Quality Improvement management and processes utilized to monitor services provided under the contract resulting from this open enrollment.

7. Provide a copy of the current and valid Texas medical license for the Medical Director that will oversee Applicant's provision of Family Planning Services;

8. Provide resumes for the following key employees:

    a. Medical Director;
    b. Program Director;
    c. Clinical Director/Supervisor.

9. Applicants must fill out all the Program Forms and Contract Forms identified in Section 5.9 of this open enrollment.

FORM B: TABLE OF CONTENTS AND CHECKLIST

Legal Business Name: _____

In coordination with the requirements of **Section 5.9 Organization of Electronic Submission of Application,** this form is provided to ensure Applicants submit the required forms.

FORMS	DESCRIPTION	Included	Page #
A	Face Page	☐	
A-1	Application Narrative	☐	
B	Table of Contents and Checklist	☐	
C	Texas Counties and Regions	☐	
D	Family Planning Program Contact Information	☐	
E	Family Planning Funding Request and Proposed Number of Unduplicated Clients	☐	
F	Budget Summary	☐	
F-1 – F-7	Budget Category Detail Forms	☐	
G	Family Planning Program Applicant Readiness	☐	
H	Family Planning Clinic Sites Readiness	☐	
I	Family Planning Program Clinic Sites	☐	
J	Family Planning Services Profile Table	☐	
K	Family Planning Certification	☐	
Appendix I	Certifications and Other Required Forms: Form 1: Child Support Certification Form 2: Debarment, Suspension, Ineligibility, …Certification Form 3: Federal Lobbying Certification Form 4: Required Certifications Form 5: Respondent Information and Disclosures Form 6: Anti-Trust Certification Form 7: HUB Subcontracting Plan (HSP) Form 8: Security and Privacy Initial Inquiry (SPI)	☐	

FORM C: TEXAS COUNTIES AND REGIONS

Legal Business Name: _____

Applicant must identify the counties in which it proposes to provide the services required under this enrollment by placing a checkmark or an X in the respective county(ies) box(es).

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☐	01	Hays	☐	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	**-D-**			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☐	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	**-I-**			Montague	☐	02	**-T-**		
Bee	☐	11	**-E-**			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	**-J-**			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	**-N-**			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	**-F-**			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fannin	☐	03	Johnson	☐	03	Nueces	☐	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	**-O-**			**-U-**		
Brooks	☐	11	Fisher	☐	02	**-K-**			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	**-P-**			**-V-**		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	**-G-**			Kimble	☐	09	Parmer	☐	01	**-W-**		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	**-L-**			**-R-**			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	**-H-**			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	**-Y-**		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	**-S-**			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	**-Z-**		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	**-M-**			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11			
Crockett	☐	09	Haskell	☐	02	Marion	☐	04	San Saba	☐	07			

FORM D: FAMILY PLANNING PROGRAM CONTACT PERSON INFORMATION

Legal Business Name: _____

- This form provides information about the appropriate contacts in the Applicant's organization.
- Mark N/A if a contact does not apply to your agency.
- ALL phone numbers should be a direct line to the designated individual.
- If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts	
Billing Contact	*Executive Director*
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:
Financial Director	*Medical Director*
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:
Primary Program Contact	*Quality Assurance Contact*
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORM E: FAMILY PLANNING PROGRAM FUNDING REQUEST & PROPOSED NUMBER OF UNDUPLICATED CLIENTS

Legal Business Name: _____

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

A. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

B. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Fee-for-Service Amount	
Cost Reimbursement Amount	
Total Amount	

The number of Unduplicated Clients an Applicant intends to serve through the Family Planning Program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this open enrollment. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. This total should be an estimate of the number of Unduplicated Clients the Applicant proposes to serve at the Family Planning Program clinic sites included in its application. Use the following average cost per Client OR submit an explanation of the average used by the agency**: $285.00.**

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	**Proposed Number of Unduplicated Clients**
July 1, 2016 – August 31, 2016 -- FY'16	
September 1, 2016 – August 31, 2017 -- FY'17	
Total Number	

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of $285.

FORM F: BUDGET GUIDANCE
F1-F7: Budget Category Detail Forms (Excel attached)

Legal Business Name: _____

Applicants must complete the following forms, as applicable to the Applicant's funding request as indicated on Form E:

A. Fee-For-Service funding request ONLY
    1. No budget forms to complete
B. Fee-For-Service AND Cost Reimbursement funding request
    1. Budget Forms F and F-1 through F-7

The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Instructions for completing these forms are included with the Excel file. Applicants proposing to use only the Fee-For-Service reimbursement method are not required to complete budget forms.

Indirect Costs must not exceed 15% of the total personnel cost.

To assist in estimating the amount of Program Income generated through the Family Planning Program Fee-For-Service reimbursements, Applicant should consult the proposed Family Planning Program benefits package in Appendices A and B.

Contractors are required to participate in all HHSC-required Family Planning Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests.

All equipment purchased with cost reimbursement funds must be purchased within the first quarter of the contract and approved by HHSC.

Form F: Budget Summary Worksheet

Column 1: Totals must be filled using budget category details forms (individual worksheets contained in budget spreadsheet). This must include the Applicant's proposed Family Planning Program funding request plus any co-pays the Applicant anticipates collecting from eligible Clients.

Columns 2 & 3: Distribute the total amount in Column 1 manually between Columns 2 & 3 for each budget category.

FORM G: FAMILY PLANNING PROGRAM APPLICANT READINESS

Legal Business Name: _____

Check Yes or No:

1. **Program Administration and Management**	Yes	No
a. As part of this Application, did your agency provide job descriptions that include specific duties for the key employees related to the Family Planning Program? • QA/QI personnel • Eligibility staff • Data collection staff • Billing staff		
b. As part of this Application, did your agency provide resumes for the following key employees related to the Family Planning Program? • Medical Director • Program Director • Clinical Director/Supervisor		
c. Does your agency have experience providing comprehensive primary and preventive health care (i.e., prevention, screening, diagnostic, treatment services, and appropriate referral)?		
d. Is your agency a public entity that provides Family Planning Services including state, county, and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine?		
e. Is your agency a non-public entity that provides comprehensive primary and preventive care as a part of Family Planning Services?		
f. Is your agency non-public entity that provides Family Planning Services but does not provide comprehensive primary and preventive care?		
g. Is your agency a current certified Texas Women's Health Program provider?		
2. Service Delivery		
a. Does your agency have staff available to determine eligibility?		
3. Partnerships/Subcontracting		
a. Does your agency plan to subcontract any of the required or optional services?		
4. Data Collection and Billing Systems		
a. Does your agency have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership (the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com)?		
5. **Use of Community Health Workers**		
a. Does your agency currently employ or plan to employ Community Health Workers for community outreach, education, or other client service activities?		

If No is marked for any of the above, please explain:

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: _____

Clinic Site # __ of __

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☐	☐
Is there adequate space for clinical and administrative staff?	☐	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☐	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☐	☐
Are the required contraceptives available on-site?	☐	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☐	☐
Is there proper disposal for medical waste?	☐	☐
Is there CLIA certification for level of tests performed?	☐	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☐	☐
Is the clinic site geographically close to the target population?	☐	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	☐	☐
Does the clinic site have clean exam rooms where services are delivered?	☐	☐
Does the clinic site have adequate space for Client intake?	☐	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	☐	☐
Is there appropriate resources for and use of interpreter services and language translation?	☐	☐
Does the clinic site have financial management systems that include secure data storage?	☐	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☐	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☐	☐

If No is marked for any of the above, please explain:

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Complete a **separate clinic form for each clinic site that will provide Family Planning Program services funded through this open enrollment.** Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic as it will appear on the online clinic locator. The name should be recognizable to Clients.
Street Address	Physical address of clinic. (Do not enter a P.O. box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HHSR	Health and Human Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the specific clinic site.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
Date of Pharmacy License Application Submission	If no current pharmacy license number is available, enter date the pharmacy license application submitted
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HHSC Family Planning Program services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: _____ **Clinic Site # __ of ___**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:			
Street Address:			Suite:
City:	County:	Zip Code:	HHSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area *(counties to be served by this clinic site)*:			
Contact Person:			
Pharmacy License #:	Class:	Date of Pharmacy License Application Submission:	
TPI#:		NPI #:	
Date of Medicaid Application Submission(if no TPI# or NPI#):			
Subcontractor Site:	☐ Yes	☐ No	
Mobile Site:	☐ Yes	☐ No	

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						

FORM J: SERVICES PROFILE TABLE

Legal Business Name: _____

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name:	**Clinic Site # __ of ___**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent			
History			
Physical Assessment			
Lab Testing			
Pap Test			
Client Education/Counseling			
Pregnancy Diagnosis / Counseling			
STI/STD Testing			
STI/STD Treatment			
HIV Testing			
Level I Infertility Services			
Minor GYN Problems			
Health Promotion / Disease Prevention			
Special GYN Procedures			

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*			
Intrauterine Contraception (IUD/IUS)			
Hormonal Implant (Nexplanon™)			
Medroxyprogesterone Acetate (DMPA/Depo)			
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*			
Transdermal Hormonal Contraceptive (Patch)*			
Vaginal Hormonal Contraceptive (Ring)*			
Diaphragm and/or Cervical Cap			
Contraceptive Sponge			
Female Condoms			
Spermicidal Methods or Products			
Natural Family Planning Instruction			
Abstinence Education			
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*			
Male Condoms			

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services				
Limited Prenatal Services				
Immunizations				

FORM K: FAMILY PLANNING CERTIFICATION

This certification pertains to the following Family Planning Program Applicant:

Applicant's Name _____

Federal Tax ID Number _____

NPI Number _____

Applicant's primary billing address:

Street Address _____

Street Address City/State/Zip Code _____

Telephone Number _____

Applicant's primary physical address:

Street Address _____

DEFINITIONS

For the purposes of this certification, the following terms are defined as follows:

The term *"Affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

1. **common ownership, management, or control; a franchise; or**
2. **the granting or extension of a license or other agreement that authorizes the Affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.**

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, articles of incorporation, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing Elective Abortion by, for example:

1. **taking affirmative action to secure Elective Abortion services for a Family Planning Program Client (such as making an appointment, obtaining consent for the Elective Abortion, arranging for transportation, negotiating a reduction in an Elective Abortion provider fee, or arranging or scheduling an Elective Abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;**
2. **furnishing or displaying to a Family Planning Program Client information that publicizes or advertises an Elective Abortion service or provider; or**
3. **using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.**

My name is _____. I am the provider or, if the provider is an organization, I am the provider's _____ (title or position) I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that the Texas Legislature has specified that Family Planning Program funds may not be used to pay the direct or Indirect Costs of abortion procedures provided by HHSC contractors, or distributed to individuals or entities that perform Elective Abortion procedures or that contract with or provide funds to individuals or entities for the performance of Elective Abortion procedures. (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 85 (relating to Prohibition on Abortions-Family Planning). I also understand that to receive Family Planning Program funds I must, if applicable, meet the organization requirements under Health and Human Services Commission Rider 87 of the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)).

I understand that I am not qualified to participate in the Family Planning Program or to bill the Program for services if I, or any of my organization's subcontractors, perform or Promote Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions outside the scope of the Family Planning Program.
   ❒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate, as defined on p. 2 of this document, of an entity that performs or Promotes Elective Abortions. Furthermore, my organization, and any of my organization's subcontractors, are legally separate entities from entities that perform or Promote Elective Abortions.
   ❒ I affirm that this statement is true and correct.
3. In offering or performing a Family Planning Program service, I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions within the scope of the Family Planning Program.
   ❒ I affirm that this statement is true and correct.
4. In offering or performing a Family Planning Program service, I, as well as my organization's subcontractors, maintain physical and financial separation between any Family Planning Program activities and any Elective Abortion-performing or abortion-promoting activity, in particular:
   a. All Family Planning Program services are physically separated from any Elective Abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any of my organization's subcontractors, receive for performing Family Planning Program services are used to directly or indirectly support

the performance or promotion of Elective Abortions by an Affiliate, and my, and any of my organization's subcontractors', accounting records can confirm this;

d. My organization does not, nor do any of my organization's subcontractors, transfer any funds, through gift or payment, to an entity that performs or Promotes Elective Abortions. My organization and my organization's subcontractors do not share expenses or costs (including overhead, rent, phone, equipment, or utilities) with an entity that performs or Promotes Elective Abortions;
e. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
f. Any employee employed by my organization, or any my organization's subcontractors, is not also employed by an entity that performs or Promotes Elective Abortions.

❒ I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

❒ I affirm that this statement is true and correct.

6. I cannot affirm that the statements 1-5 above are "true and correct," but I do affirm all of the following: I do not perform Elective Abortions; none of the funds that I, or any of my organization's subcontractors, receive (or will receive) for performing Family Planning Program services are (or will be) used to directly or indirectly support the performance of Elective Abortions, and my accounting records can confirm this; my organization does not, nor do any of my organization's subcontractors, transfer any Family Planning Program funds, through gift or payment, to an entity for the performance of Elective Abortions; and I comply with all of the requirements of Health and Human Services Commission Rider 87, Sections a - g, under the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)) if applicable.

❒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

1. If I fail to complete and submit this certification, I will be disqualified from the Family Planning Program and the Texas Health and Human Services Commission (HHSC) (henceforth, "HHSC") will deny any claims I submit for Family Planning Program services.
2. If, after I submit this signed certification, I, or any my organization's subcontractors, perform or agree to perform, or Promote Elective Abortions, I will notify HHSC at least 30 calendar days before such action is taken. If I fail to notify HHSC as required, I will be disqualified from the HHSC Program and HHSC will deny any claims I submit for Family Planning Program services.
3. If, while participating in the Family Planning Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the Family Planning Program, and HHSC will deny any claims I submit for Family Planning Program services.
4. If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the Family Planning Program, HHSC may place a payment hold on claims submitted by me or my organization for Family Planning Program services until HHSC can make a final determination regarding my eligibility.
5. If HHSC determines that I am ineligible to receive funds under the Family Planning Program:
   a) HHSC may recoup Family Planning Program funds paid on claims that I have incurred since the date the provider became ineligible;
   b) HHSC will deny all Family Planning Program claims that I have submitted since the date of ineligibility; and
   c) I will remain ineligible to participate in the Family Planning Program until I comply with the provisions of this certification form.

If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HHSC Program.

If statements 1 – 5 are, or alternatively statement 6 is, marked "true," the effective dates of your certification are as follows: (The effective date of the Certification spans from the contract start date through the end of the contract/project year.)

Effective Date of Certification: 07/01/2016 through 08/31/2017.

Note: *Each Applicant must complete a new certification form annually and provide it to HHSC prior to execution of a Family Planning Program contract. The certification form will be provided to Applicants and/or contractors as a part of the contracting packet.*

If, after certification, you can no longer affirm that any of statements 1 – 5 are, or alternatively 6 is, true, you must request an immediate termination of your Family Planning Program certification.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

10. APPENDICES

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APPENDIX A: Family Planning Program Reimbursable Procedure Codes

The Family Planning Program was directed to implement a 7% reduction to reimbursement rates effective September 1, 2011. Consequently, the CPT code reimbursement rates will remain the same and the 7% reduction will be taken from the total amount to be reimbursed.

A list of reimbursable Family Planning Program procedure codes are listed below. Please note that reimbursement rates are subject to change.

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Anesthesia		
	00851	*
Surgery - integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - male genital system		
	55250	303.12
Surgery - female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	2500.00
	58600	2500.00
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65

*Reimbursement rate dependent on multiple factors

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Pathology & Lab - organ or disease oriented panels		
	80061	18.83
Pathology & Lab - drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90
Pathology & Lab - chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87
	87625	49.47
	87660	28.20
	87797	28.20
	87800	56.41
	87801	98.70

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	87810	16.86
	87850	16.86
Pathology & Lab - cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - immunization administration		
	90460	8.00
	90471	7.84
Medicine - vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53
	J7304	37.48
	J7307	672.61
HCPCS S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

APPENDIX B: Optional Services

Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
	19285	352.31
	19286	295.37
Radiology - diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - diagnostic ultrasound Procedure Grouping		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - organ or disease oriented panels		
	80048	11.89
Pathology & Lab - organ or disease oriented panels		
	80053	14.85

Pathology & Lab - hematology and coagulation		
	85730	8.44

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Pathology & Lab - surgical pathology		
	88305	54.53
	88307	229.35
Medicine - cardiovascular		
	93000	12.83
Cervical Cancer Screening Services		
Anesthesia	00940	18.42
Surgery - female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - diagnostic imaging		
	71010	18.71
	71020	24.32
Pathology & Lab - organ or disease oriented panels		
	80048	11.89
	80053	14.85

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Pathology & Lab - hematology and coagulation		
	85730	8.44
Pathology & Lab - cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	*
	88174	30.05
Pathology & Lab - surgical pathology		
	88305	54.53
	88307	229.35
Medicine - cardiovascular		
	93000	12.83
Medicine - psychiatry		
	90791	113.91
	90792	113.91

*Reimbursement rate dependent on multiple factors

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Problem-Focused Gynecological Services		
Surgery - female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

*Reimbursement rate dependent on multiple factors

APPENDIX B - Optional Services - Immunizations and Vaccinations

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Medicine - immunization administration		
	90460	8.00
	90471	7.84
	90472	7.84
Medicine - vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

APPENDIX B - Optional Services - Prenatal Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Surgery - maternity care and delivery		
	59025	33.55
	59430	92.47
Radiology - diagnostic ultrasound		
	76801	96.28
	76802	62.25
	76805	96.28
	76810	94.23
	76811	373.03
	76813	62.25
	76815	62.25
	76816	62.25
	76817	62.25
	76818	96.28
	76819	85.88
	76820	39.44
Pathology & Lab - organ or disease oriented panels		
	80055	35.60
Pathology & Lab - drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - chemistry		
	82105	23.59
	82677	34.01
	82951	18.10
	84436	9.66
	84479	8.81
Pathology & Lab - hematology and coagulation		
	85384	11.95
	85610	5.53
Pathology & Lab - immunology		
	86336	21.92
	86777	20.23
	86778	17.97
Pathology & Lab - transfusion medicine		
	86850	7.15
	86900	4.20
	86901	4.20
Pathology & Lab - microbiology		
	87081	9.32
	87184	9.70
	87340	14.53

APPENDIX B - Optional Services - Prenatal Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Medicine - vaccines/toxoids		
	90656	13.28
	90658	16.16
	90686	16.94
	90688	15.87
	90715	32.46
HCPCS A Codes - Supplies		
	A4253	28.28
	A4258	14.65
	A4259	11.10
HCPCS J Codes - Drugs other than oral		
	J0702	5.42
	J1100	0.15
	J1725	2.82 per mg
	J2790	75.92

APPENDIX C: Family Planning Program Rules

TITLE 25 HEALTH SERVICES
PART 1 DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 56 FAMILY PLANNING

§56.1 Introduction

The requirements in this chapter apply to the department's Family Planning Program unless otherwise specified within the section. Department Family Planning providers are also required to observe all guidelines and operating procedures outlined in the most recent Family Planning Policy Manual, as required by their contracts. In addition to the requirements set out in this chapter, Title XIX (Medicaid) providers must comply with the terms and conditions of the Provider Agreement signed by all providers as a condition of participation in the Texas Medical Assistance Program.

§56.2 Definitions

The following words and terms, when used in this chapter, shall have the following meanings.

(1) Client--Any individuals seeking assistance from a Department of State Health Services contractor or provider to meet their family planning goals.

(2) Commission--The Texas Health and Human Services Commission.

(3) Contraception--Any United States Food and Drug Administration (FDA)-approved means of pregnancy prevention. Methods include permanent methods and temporary methods.

(4) Department--The Department of State Health Services.

(5) Family planning services may include:

(A) health history and physical;

(B) counseling and education;

(C) laboratory testing;

(D) provision of a contraceptive method; and

(E) referrals for additional services as needed.

(6) Intended pregnancy--Pregnancy a woman reports as desired at the time of conception.

(7) Medicaid--Title XIX of the Social Security Act.

(8) Provider--Any entity that receives department or Title XIX funding to provide family planning services.

(9) Region--Any of the public health service regions established by the Department of State Health Services.

(10) Title XIX family planning program--Family planning services provided under Title XIX (Medicaid) of the Social Security Act, 42 United States Code §1396 et seq.

§56.3 Purposes

The purposes of family planning services are:

(1) to enable women and men to determine the preferred number and spacing of their children;

(2) to positively affect the outcome of future pregnancies;

(3) to increase the proportion of intended pregnancies; and

(4) to improve the health status of Texas communities.

§56.4 Maximum Rates and Specific Codes

For payment of purchased counseling, educational, medical, and sterilization department family planning services maximum rates are established by the department according to specific diagnosis and procedure codes. The commission sets fees, charges, and rates for family planning services provided under Title XIX (Medicaid).

§56.5 Contraceptive Methods

A broad range of FDA-approved methods of contraception must be made available to the client, either directly or by referral to another provider of contraceptive services. All brands of the different contraceptive methods need not be made available; however, each major contraceptive category must be made available.

§56.6 Prohibition of Abortion

Abortion is not considered a method of family planning, and no state funds appropriated to the department shall be used to pay the direct or indirect costs (including overhead, rent, phones, equipment, and utilities) of abortion procedures provided by department providers.

§56.7 Requirements for Reimbursement of Family Planning Services

The commission and the department shall reimburse providers for services in compliance with program standards, policies and procedures, and contract requirements unless payment is prohibited by law.

§56.8 Records Retention

Department providers shall maintain for the time period specified by the department all records pertaining to client services, contracts, and payments. Title XIX (Medicaid) record retention requirements are found in 1 Texas Administrative Code §354.1004 (relating to Retention of Records). All records relating to services must be accessible for examination at any reasonable time to representatives of the commission and/or the department and as required by law.

§56.9 Abuse Reporting

Texas Family Code, Chapter 261, requires child abuse reporting.

(1) Providers are required to have an internal policy and procedure concerning determination, documentation, and reporting instances of sexual and non-sexual abuse in accordance with the department's Child Abuse Screening Documenting and Reporting Policy.

(2) Additionally, providers must develop an agency specific policy for Human Anti-Trafficking and Intimate Partner Violence to comply with abuse reporting guidelines and requirements as interpreted by department policy.

§56.10 Freedom of Choice

Clients have the right to freely choose family planning methods and sources of services. Clients shall not be coerced to accept services.

§56.11 Confidentiality

Providers shall safeguard client family planning information. Clients must provide written authorization prior to the release of any personally identifying information except reports of child abuse required by Texas Family Code, Chapter 261, and as required or authorized by other law. The department may distribute appropriated funds only to providers that show good faith efforts to comply with all child abuse reporting guidelines and requirements as interpreted by department policy.

(1) Providers shall ensure client confidentiality and provide safeguards for clients against the invasion of personal privacy.

(2) All personnel (both paid and volunteer) must be informed during orientation of the importance of keeping information about a client confidential.

(3) Clients' records must be monitored to ensure access is limited to appropriate staff and to department and/or commission staff or their authorized representatives.

(4) The client's preference of methods of follow-up contact shall be documented in the client's record.

(5) Each client shall receive verbal assurance of confidentiality and an explanation of what confidentiality means.

§56.12 Eligibility for Family Planning Services

Eligibility shall be determined according to the requirements of the most recent department Family Planning Policy Manual. Department providers shall not deny family planning services to eligible clients because of their inability to pay for services. Title XIX (Medicaid) eligibility is determined by the guidelines set by the commission. Individuals who receive Medicaid are eligible for family planning medical, counseling, and educational services.

§56.13 Consent

Department Family Planning services must be provided with consent from the minor's parent, managing conservator, or guardian only as authorized by Texas Family Code, Chapter 32, or by federal law or regulations. Providers may reference the current Family Planning Policy Manual. A provider may not require consent for family planning services from the spouse of a married client.

§56.14 Family Planning for Adolescents

(a) Adolescents age 17 and younger shall be provided individualized family planning counseling and family planning medical services that meet their specific needs as soon as possible.

(b) The provider shall ensure that:

(1) counseling for adolescents seeking family planning services have parental consent;

(2) counseling for adolescents includes information on use of all medically approved birth control methods, including abstinence; and

(3) appointment schedules are flexible enough to accommodate access for adolescents requesting services.

§56.15 Civil Rights

Providers shall make family planning and genetic services available without regard to marital status, parenthood, handicap, age, color, religion, sex, ethnicity, or national origin. The provider must comply with Title VI of the Civil Rights Act of 1964 (Public Law 88 - 352); §504 of the Rehabilitation Act of 1973 (Public Law 93 - 112); The Americans with Disabilities Act of 1990 (Public Law 101 - 336), including all amendments to each; and all regulations issued pursuant to these Acts.

§56.18 Family Planning Genetics Services Provided

Family planning genetics services must be prescribed by a physician (MD or DO) and have implications for reproductive decisions. Services may include the following, based on the client's needs:

(1) health history and detailed family genetic health history;

(2) medical genetics physical examination;

(3) psychosocial genetic assessment;

(4) medical genetic counseling;

(5) psychosocial genetic counseling;

(6) follow-up genetic counseling;

(7) prenatal genetic diagnostic services; and

(8) laboratory services.

§56.19 Limitations of Family Planning Genetics Services

For the Title XIX Family Planning Genetics Program, the following types of services are not allowed:

(1) genetic services for conditions that do not have serious psychosocial or medical implications for the client; and

(2) prenatal diagnosis for sex determination of the fetus alone without implications for genetic disorders.

APPENDIX D: HHSC Uniform Terms and Conditions - Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

APPENDIX E: HHSC Special Conditions, Version 1.0



HHSC Special Conditions 1 0.pdf



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. **GENERAL PROVISIONS**

2.01 **Controlling Order**

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 **Inducements**

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. **AMENDMENTS AND MODIFICATIONS**

6.01 **Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 **Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 **Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. **AUDITS AND RECORDS**

7.01 **Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. **DISPUTES AND REMEDIES**

10.01 **Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 **Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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APPENDIX F: Fiscal Year 2016 Policy and Procedure Manual for Family Planning Services



APNDX F - FY16
Family Planning Poli

FISCAL YEAR 2016

POLICY
and
PROCEDURE
MANUAL

For

DSHS
Family Planning
Services

September 2015

Department of State Health Services
Division for Family and Community Health Services

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PROGRAM AUTHORIZATION AND SERVICES

Program Background

DSHS Family Planning – State funds to provide family planning services to low-income women.

Title XIX – Medicaid (Title XIX of the Social Security Act) was created by Congress in 1965. All agencies that receive DSHS family planning funding are required also to be enrolled providers of services to Medicaid-eligible women and men. (Federal regulation citation: Title XIX, Social Security Act, [42 USC § 1396-1396v et. seq.] Grants to States for Medical Assistance Programs).

Texas Women's Health Program (TWHP) – The TWHP is a state-funded program administered by HHSC to provide uninsured women with family planning exams, related health screenings, and birth control. A woman is eligible for TWHP if she meets the following requirements:

- Age 18-44. Women can apply the month of their 18th birthday through the month of their 45th birthday.
- U.S. citizens and qualified immigrants.
- Reside in Texas.
- Do not currently receive full Medicaid benefits, CHIP, or Medicare Part A or B.
- Are not pregnant.
- Have not been sterilized, are infertile, or are unable to get pregnant due to medical reasons.*
- Do not have private health insurance that covers family planning services, unless filing a claim on the health insurance would cause physical, emotional or other harm from a spouse, parent, or other person.
- Have a countable household income at or below 185 percent of the federal poverty level.

*If a woman has received a sterilization procedure (such as Essure), but has not had the sterilization confirmed, the woman may still qualify for TWHP. TWHP covers the confirmation of the sterilization procedure. However, no other TWHP services are covered for women that have received a sterilization procedure.

Funding Sources

Family planning services are supported by the following funding streams: DSHS state funds, TWHP, and Title XIX (Medicaid). DSHS Family Planning Program funds are allocated through a competitive application process. Selected applicants negotiate contracts with DSHS. A variety of types of organizations provide family planning services, such as local health departments, medical schools, hospitals, private non-profit agencies, community-based clinics, federally qualified health centers (FQHCs), and rural health clinics. Providers must enroll with the Texas Medicaid and Healthcare Partnership (TMHP) in order

to provide DSHS Family Planning, TWHP, and Title XIX (Medicaid) services. Reimbursements are managed by TMHP.

State and federal law prohibits the use of funds awarded by DSHS to pay the direct or indirect costs (including overhead, rent, phones and utilities) of abortion procedures by contractors.

PURPOSE OF THE MANUAL

The DSHS *Family Planning Policy and Procedure Manual* is a guide for contractors who deliver DSHS family planning services in Texas. Providers of family planning services who are also reimbursed by Title XIX (Medicaid), must follow policies and procedures as established by the Texas Medicaid Program in the Texas Medicaid Provider Procedures Manual (TMPPM).

Federal and state laws related to reporting of child abuse, operation of health facilities, professional practice, insurance coverage, and similar topics also impact family planning services. Contractors are required to be aware of and comply with existing laws.

The state rules that apply most specifically to family planning services in Texas are found in the Texas Administrative Code (TAC), Title 25, Part I, Chapter 56.

Family planning contractors also must be in compliance with the DSHS Standards for Public Health Clinic Services**.**

For additional information about DSHS family planning services, access the DSHS Family Planning website.
Electronic versions of the TAC and DSHS Standards for Public Health Clinic Services, links to other DSHS programs' websites, and other useful information are available through the website.

DEFINITIONS

The following words and terms, when used in this manual, have the following meanings:

Barrier to Care – a factor that hinders a person from receiving health care (i.e., proximity (or distance), lack of transportation, documentation requirements, co-payment amount, etc.).

Client – An individual who has been screened and has successfully completed the eligibility process. The terms "client" and "patient" will be used interchangeably in this manual.

Compass 21 – Automated system used by Texas Medicaid and Healthcare Partnership to process claims for services delivered to Medicaid and DSHS Family Planning Program; also performs data collection and report functions for DSHS.

Consultation – A type of service provided by a physician with expertise in a medical or surgical specialty, and who, upon request of another appropriate healthcare provider, assists with the evaluation and/or management of a patient.

Contraception – The means of pregnancy prevention, including permanent and temporary methods.

Contractors – Any entity that the Department of State Health Services has contracted with to provide services. The contractor is the responsible entity even if there is a subcontractor involved who actually implements the services.

Co-Payments – Monies collected directly from clients for services.

Core Tool – A standardized instrument used to review all Community Health Services contractors to ensure compliance with basic requirements for operating a clinic providing health services as reflected in the DSHS Standards for Public Health Clinic Services

Department of State Health Services (DSHS) – The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.

DSHS Labs – Austin and South Texas Lab (STL)**.**

Eligibility Date – Date the contractor determines an individual eligible for the program. The eligibility expiration date will be twelve months after the eligibility date.

Family Planning Services – Services that assist women and men in planning their families, whether it is to achieve, postpone, or prevent pregnancy. Family planning services should include the following: pregnancy test (if indicated), health history, physical examinations, basic infertility services, lab tests, STD services (including HIV/AIDS), and other preconception health services (e.g. screening for obesity, smoking, and mental health), counseling/education, and contraceptive supplies.

Federal Poverty Level (FPL) – The set minimum amount of income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid, define eligibility income limits as some percentage of FPL.

Fiscal Year – State fiscal year from September 1 - August 31.

Health and Human Services Commission (HHSC) – State agency that has oversight responsibilities for designated Health and Human Services agencies, including DSHS, and administers certain health and human services programs including the Texas Medicaid Program, Children's Health Insurance Program (CHIP), and Medicaid waste, fraud, and abuse investigations.

Health Service Region (HSR) – Counties grouped within specified geographic service areas throughout the state.

Household (for the purpose of eligibility determination) – The household consists of a person living alone, or a group of two or more persons related by birth, marriage (including common law), or adoption, who reside together and are legally responsible for the support of the other person. If an unmarried applicant lives with a partner, ONLY count the partner's income and children as part of the household group IF the applicant and his/her partner have mutual children together. Unborn children should also be included. Treat applicants who are 18 years of age as adults. No children aged 18 and older or other adults living in the home should be counted as part of the household group.

Informed Consent – The process by which a health care provider ensures that the benefits and risks of a diagnostic or treatment plan, the benefits and risks of other appropriate options, and the benefits and risks of taking no action are explained to a patient in a manner that is understandable to that patient and allows the patient to participate and make sound decisions regarding his or her own medical care.

Intended pregnancy – Pregnancy a woman reports as timed well or desired at the time of conception.

Medicaid – Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.

Minor – In Texas, a minor is a person under 18 years of age who has never been married and never been declared an adult by a court (emancipated). See Texas Family Code Sections 101.003, 31.001-31.007, 32.003-004, 32.202.

Outreach – Activities that are conducted with the purpose of informing and educating the community about services and increasing the number of clients.

Patient – An individual receiving medical care, treatment, or services. The terms "patient" and "client" are used interchangeably in this manual.

Program Income – Monies collected directly by the contractor/provider for services provided under the contract award (i.e., third-party reimbursements such as Title XIX,TWHP, private insurance, and patient co-pay fees.) Program income also includes client donations.

Provider – An individual clinician or group of clinicians who provide services.

Referral – The process of directing or redirecting (as a medical case or a client) to an appropriate specialist or agency for definitive treatment; to direct to a source for help or information.

Reproductive Life Plan – A plan that outlines a client's personal goals regarding whether or not to have children, the desired number of children, and the optimal timing and spacing of children. Counseling should include the importance of developing a reproductive life plan and information about reproductive health, family planning methods and services, and obtaining preconception health services, as appropriate.

Texas Medicaid and Healthcare Partnership (TMHP) – The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator. HHSC contracts with TMHP to process claims for providers.

Texas Women's Health Program (TWHP) – The TWHP is a state-funded program, administered by HHSC, to provide uninsured women with family planning exams, related health screenings, and birth control.

Title XIX Family Planning Program – Family planning services provided under Title XIX (Medicaid) of the Social Security Act, 42 United States Code §1396 *et seq*.

ACRONYMS

ADA	Americans with Disabilities Act
AMA	American Medical Association
BCCS	Breast and Cervical Cancer Services
CBE	Clinical Breast Exam
CDC	Centers for Disease Control and Prevention
CHIP	Children's Health Insurance Program
CHT	Center For Health Training
CLIA	Clinical Laboratory Improvement Amendments
CMB	Contracts Management Branch
CMS	Centers For Medicare and Medicaid
CPR	Cardiopulmonary Resuscitation
CPT	Current Procedural Terminology
DHHS	U.S. Department of Health and Human Services
DES	Diethylstilbestrol
DSHS	Texas Department of State Health Services
EOB	Explanation of Benefit
EDI	Electronic Data Interchange
EHR	Electronic Health Records
EMR	Electronic Medical Records
E/M	Evaluation and Management Services
EPT	Expedited Partner Therapy
FDA	Federal Drug Administration
FP	Family Planning
FPL	Federal Poverty Level
FQHC	Federal Qualified Health Center
FSR	Financial Status Report
HHSC	Texas Health and Human Services Commission
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human immunodeficiency virus

HPV	Human papilloma virus
HSV	Herpes simplex virus
IRB	Institutional Review Board
IUC	Intrauterine Contraception
IUD	Intrauterine Device
LEP	Limited English Proficiency
NPI	National Provider Identifier
NPPES	National Plan and Provider Numeration System
PCCM	Primary Care Case Management
QA	Quality Assurance
QM	Quality Management
QMB	Quality Management Branch
R & S	Remittance and Status (Reports)
RFP	Request for Proposals
SDO	Standing Delegation Orders
STD	Sexually Transmitted Disease
STI	Sexually Transmitted Infection
TAC	Texas Administrative Code
TANF	Temporary Assistance for Needy Families
TMHP	Texas Medicaid Healthcare Partnership
TMPPM	Texas Medicaid Provider Procedures Manual
TPI	Texas Provider Identifier
TWHP	Texas Women's Health Program
UPSTF	The United States Preventive Services Task Force
WIC	Special Supplemental Nutrition Program for Women, Infants, and Children

Section I
Administrative Policies

Purpose: Section I assists the contractor in conducting administrative activities such as assuring client access to services and managing client records.

CLIENT ACCESS

The contractor must ensure that male and female clients are provided services in a timely and nondiscriminatory manner. The contractor must:

- Have a policy in place that delineates the timely provision of services.*
- Comply with all applicable civil rights laws and regulations including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, and ensure services are accessible to persons with Limited English Proficiency (LEP) and speech or sensory impairments at no cost to client.
- Have a policy in place that requires qualified staff to assess and prioritize clients' needs.
- Provide referral resources for individuals that cannot be served or cannot receive a specific service.
- Manage funds to ensure that established clients continue to receive services throughout the budget year.
- Inform clients of TWHP services and encourage them to bring required documentation to the initial visit for eligibility processing.

**Family planning clients should be given an appointment as soon as possible - no later than 30 days - from initial request. Appointments for adolescents age 17 and younger should be seen as soon as possible - with every effort made to provide an appointment within two weeks of the request.*
(See also Section 1 Chapter 3 – Client Rights)

ABUSE AND NEGLECT REPORTING

DSHS expects contractors to comply with state laws governing the reporting of abuse and neglect. Contractors must have an agency policy regarding abuse and neglect. It is mandatory to be familiar with and comply with adult and child abuse and neglect reporting laws in Texas.

To report abuse or neglect, call **800-252-5400**, use the secure website or call any local or state law enforcement agency for cases that pose an imminent threat or danger to the client.

CHILD ABUSE REPORTING

DSHS Child Abuse Compliance and Monitoring

Chapter 261 of the Texas Family Code requires child abuse reporting. Contractors/providers are required to develop policies and procedures that comply with the child abuse reporting guidelines and requirements set forth in Chapter 261 and the DSHS Child Abuse, Screening, Documenting and Reporting Policy for Contractors/Providers.

The following outlines how the DSHS Quality Management Branch (QMB) staff will review for contractor compliance with these requirements.

Policy – Contractors must adopt the DSHS Child Abuse Screening, Documenting and Reporting Policy for Contractors/Providers and develop an internal policy specific to how these reporting requirements will be implemented throughout their agency, how staff will be trained, and how internal monitoring will be done to ensure timely reporting.

Procedures – During site monitoring of contractors by QMB the following procedures will be utilized to evaluate compliance:

1) The contractor's process used to ensure that staff is reporting according to Chapter 261 and the DSHS Child Abuse Screening, Documenting and Reporting Policy for Contractors will be reviewed as part of the Core Tool. To verify compliance with this item, monitors must review that the contractor:

a) adopted the DSHS Policy;

b) has an internal policy which details how the contractor will determine, document, report, and track instances of abuse, sexual or non-sexual, for all clients under the age of 17 in compliance with the Texas Family Code, Chapter 261 and the DSHS Policy;

c) followed their internal policy and the DSHS Policy; and

d) documented staff training on child abuse reporting requirements and procedures.

2) All records of clients under 14 years of age who are a) pregnant, or b) have a confirmed diagnosis of an STI/STD acquired in a manner other than through perinatal transmission or transfusion, will be reviewed for appropriate screening and reporting documentation as required in the clinic or site being visited during a site monitoring visit. The review of the records will involve reviewing that the DSHS Child Abuse Reporting Form was utilized appropriately, a report was made, and the report was made within the proper timeframes required by law.

3) If it is found during routine record review that a report should have been made as evidenced by the age of the client and evidence of sexual activity, the failure to appropriately screen and report will be identified as lack of compliance with the DSHS Policy. Failure to report will be brought to the attention of the staff person who should have made the report or the appropriate supervisor with a request to immediately report. This failure to report will also be discussed with the agency director and during the Exit Conference with the contractor.

4) The report sent to the contractor will indicate the number of applicable records reviewed in each clinic and the number of records that were found to be out of compliance. This report will be sent to the contractor approximately 6 weeks from the date of the review, which is the usual process for Site Monitoring Reports.

5) The contractor will have 6 weeks to respond with written corrective actions to all findings. If the contractor does not provide corrective actions during the required time period, the contractor will be sent a past due letter with a time period of 10 days to submit the corrective actions. If the corrective actions are not submitted during the time period given, failure to submit the corrective action is considered a subsequent finding of noncompliance with Chapter 261 and the DSHS Policy.

If the contractor has other findings that warrant technical assistance or accelerated monitoring review, either regional or central office staff will make the necessary contacts. Records and/or policies will again be reviewed to ensure compliance with Chapter 261 and the DSHS Policy requirements. If any subsequent finding of noncompliance is identified during a subsequent monitoring or technical assistance visit, the contractor will be referred for financial sanctioning.

6) If a contractor is found to have minimal findings overall but did have findings of noncompliance with Chapter 261 and the DSHS Policy, an additional accelerated monitoring visit solely to review child abuse reporting will not be conducted. For agencies that receive technical assistance visits as a result of a quality assurance review, the agency child abuse reporting processes will be reviewed again for compliance with the child abuse reporting requirements with which the agency did not comply. In all cases, the corrective actions submitted by the contractor will be reviewed

to ensure that the issues have been addressed. Agencies who do not receive an accelerated monitoring and/or technical assistance visit will be required to complete the DSHS Progress Report, Compliance with Child Abuse Reporting within 3 months after the corrective actions are begun (no later than 6 months from the initial visit). Failure to submit a Progress Report within the required time period or submission of a report that is not adequate constitutes a subsequent finding of noncompliance with the DSHS Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and the contractor will be referred for financial sanctions.

HUMAN TRAFFICKING

DSHS mandates that contractors comply with state laws governing the reporting of abuse and neglect. Additionally, as part of the requirement that contractors comply with all applicable federal laws, family planning contractors must comply with the federal anti-trafficking laws, including the Trafficking Victims Protection Act of 2000 (Pub.L.No. 106-386), as amended, and 19 U.S.C. 1591.

Contractors must have a written policy on human trafficking which includes the provision of annual staff training.

INTIMATE PARTNER VIOLENCE (IPV)

Intimate partner violence (IPV) describes physical, sexual, or psychological harm by a current or former partner or spouse. This type of violence can occur among heterosexual or same-sex couples and does not require sexual intimacy.

Contractors must have a written policy related to assessment and prevention of IPV, including the provision of annual staff training.

CONFIDENTIALITY

All contracting agencies must be in compliance with the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) established standards for protection of client privacy.

Employees and volunteers must be made aware during orientation that violation of the law in regard to confidentiality may result in civil damages and criminal penalties. All employees, volunteers, sub-contractors, and board members and/or advisory board must sign a confidentiality statement during orientation.

The client's preferred method of follow-up for clinic services (cell phone, email, work phone) and preferred language must be documented in the client's record (See Client Health Record - Section II, Chapter 3).

Each client must receive verbal assurance of confidentiality and an explanation of what confidentiality means (kept private and not shared without permission) and any applicable exceptions such as abuse reporting (See Abuse and Neglect Reporting - Section I, Chapter 2).*

***Minors and Confidentiality**
Except as permitted by law, a provider is legally required to maintain the confidentiality of care provided to a minor. Confidential care does not apply when the law requires parental notification or consent or when the law requires the provider to report health information, such as in the cases of contagious disease or abuse. The definition of privacy is the ability of the individual to maintain information in a protected way. Confidentiality in health care is the obligation of the health-care provider to not disclose protected information. While confidentiality is implicit in maintaining a patient's privacy, confidentiality between provider and patient is not an absolute right.

The HIPAA privacy rule requires a covered entity to treat a "personal representative" the same as the individual with respect to uses and disclosures of the individual's protected health information. In most cases, parents are the personal representatives for their minor children, and they can exercise individual rights, such as access to medical records, on behalf of their minor children. (Code of Federal Regulations [45CFR164.504]).

NON-DISCRIMINATION

DSHS contractors must comply with state and federal anti-discrimination laws, including and without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681- et seq.); and
- Administrative rules for HHS agencies, as set forth in the Texas Administrative Code.

More information about non-discrimination laws and regulations can be found on the HHSC Civil Rights website.

To ensure compliance with non-discrimination laws, regulations, and policies, contractors must:

- Have a written policy that states the agency does not discriminate on the basis of race, color, national origin, including limited English proficiency (LEP), sex, age, religion, disability, or sexual orientation;

- Have a policy that addresses client rights and responsibilities that is applicable to all clients requesting family planning services;

- Sign a written assurance to comply with applicable federal and state non-discrimination laws and regulations;

- Notify all clients and applicants of the contractor's non-discrimination policies and complaint procedures;

- Ensure that all contractor staff is trained in the contractor's non-discrimination policies, including policies for serving clients with LEP, and HHS complaint procedures; and

- Notify the HHSC Civil Rights Office of any discrimination allegation or complaint related to its programs and services no later than ten (10) calendar days after receipt of the allegation or complaint.

- Send notices to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

Limited English Proficiency
To ensure compliance with civil rights requirements related to LEP, contractors must:

- Take reasonable steps to ensure that LEP persons have meaningful access to its programs and services, and not require a client with LEP to use friends or family members as interpreters. However, a family member or friend may serve as a client's interpreter, if requested, if the family member or friend does not compromise the effectiveness of the service nor violate client confidentiality; and

- Make clients and applicants with language service needs, including persons with LEP and disabilities, aware that the contractor will provide an interpreter free of charge.

Civil Rights Posters
The contractor must prominently display in client common areas, including lobbies and waiting rooms, front reception desk, and locations where clients apply for services, the following posters:

- "Know Your Rights**" [English] [Spanish]**

  Size: 8.5" x 11" (standard size sheet of paper).
  Posting Instructions: Post the English and Spanish versions of this poster next to each other.
  Questions: Contact the HHSC Civil Rights Office.

- "Need an Interpreter" **[Language Translation] [American Sign Language]**

  Size: 8.5" x 11" (standard size sheet of paper).
  Posting Instructions**:** Post the "Language Translation" version and "American Sign Language" version next to each other.
  Questions: Contact the HHSC Civil Rights Office.

- Americans with Disabilities Act **[English A] [Spanish A] [English B] [Spanish B]**

  Size: 8.5" x 11" and 11" x 13"
  Posting instructions: Post with other civil rights posters.
  Questions: Contact the HHSC Civil Rights Office.

Questions concerning this section and civil rights matters can be directed to the HHSC Civil Rights Office.

Civil Rights Survey
Contractors can use the Self-Assessment for Civil Rights Compliance to conduct a self-assessment concerning civil rights compliance, and have copies available of the survey.

The survey can be downloaded from the Quality Management Branch (QMB) website. Questions concerning the self–assessment and surveys can be directed to the DSHS Quality Management Branch.

TERMINATION OF SERVICES

Clients must never be denied services due to an inability to pay.

Contractors have the right to terminate services to a client if the client is disruptive, unruly, threatening, or uncooperative to the extent that the client seriously impairs the contractor's ability to provide services or if the client's behavior jeopardizes his or her own safety, clinic staff, or other clients.

Any policy related to termination of services must be included in the contractor's policy and procedures manual.

RESOLUTION OF COMPLAINTS

Contractors must ensure that clients have the opportunity to express concerns about care received and to further ensure that those complaints are handled in a consistent manner. Contractors' policy and procedure manuals must explain the process clients will follow if they are not satisfied with the care received. If an aggrieved client requests a hearing, a contractor shall not terminate services to the client until a final decision is rendered.

Any client complaint must be documented in the client's record.

PROMPT SERVICES

Contractors are responsible for ensuring that family planning services are provided to clients in a timely manner, preferably within 30 days of the request for services.

Clients who request contraception but cannot be immediately provided a clinical appointment must be offered a nonprescription method.

Adolescents age 17 and younger must be provided family planning counseling and medical services as soon as possible of request - with every effort made to provide an appointment within two weeks of the request.

Clinic/reception room wait times should be reasonable so as not to represent a barrier to service.

FREEDOM OF CHOICE

DSHS Family Planning clients are guaranteed the right to choose family planning providers and methods without coercion or intimidation. Acceptance of family planning

services must not be a prerequisite to eligibility for or receipt of any other service or assistance.

Medicaid clients are free to receive services from any Medicaid-enrolled family planning provider, even in managed care areas.

Personnel at contractors' clinics must be informed that they may be subject to prosecution under federal law if they coerce or endeavor to coerce any person to undergo an abortion or sterilization procedure. [Section 205 of Public Law 94-63. Contractors must have a written policy to this effect. (See TAC § 56.11)

RESEARCH (HUMAN SUBJECT CLEARANCE)

Any DSHS Family Planning contractor that wishes to participate in any proposed research that would involve the use of DSHS Family Planning clients as subjects, the use of DSHS Family Planning clients' records, or any data collection from DSHS Family Planning clients, must obtain prior approval from the DSHS Family Planning Program and be approved by the DSHS Institutional Review Board (IRB).

Contractors should first contact the DSHS Family Planning Program (famplan@dshs.state.tx.us) to initiate a research request. Next, contractors should complete the most current version of the DSHS IRB #1 application and submit it to famplan@dshs.state.tx.us. The DSHS IRB will review the materials and approve or deny the application.

The contractor must have a policy in place that indicates that prior approval will be obtained from the DSHS Family Planning Program, as well as the DSHS IRB, prior to instituting any research activities. The contractor must also ensure that all staff is made aware of this policy through staff training. Documentation of training on this topic must be maintained.

CLIENT RECORDS MANAGEMENT

DSHS Contractors must have an organized and secure client record system. The contractor must ensure that the record is organized, readily accessible, and available to the client upon request with a signed release of information. The record must be kept confidential and secure, as follows:

- Safeguarded against loss or use by unauthorized persons;
- Secured by lock when not in use and inaccessible to unauthorized persons; and
- Maintained in a secure environment in the facility, as well as during transfer between clinics and in between home and office visits.

The written consent of the client is required for the release of personally identifiable information, except as may be necessary to provide services to the client or as required by law, with appropriate safeguards for confidentiality. HIV information should be handled according to law.

When information is requested, contractors should release only the specific information requested. Information collected for reporting purposes may be disclosed only in summary, statistical, or other form that does not identify particular individuals. Upon request, clients transferring to other providers must be provided with a copy or summary of their record to expedite continuity of care. Electronic records are acceptable as medical records.

Contractors, providers, subrecipients, and subcontractors must maintain for the time period specified by DSHS all records pertaining to client services, contracts, and payments. Record retention requirements are found in Title 1, Part 15 TAC §354.1003 (relating to Time Limits for Submitted Claims) and Title 22, Part 9 TAC §165 (relating to Medical Records). Contractors must follow contract provisions and the DSHS Retention Schedule for Medical Records. All records relating to services must be accessible for examination at any reasonable time to representatives of DSHS and as required by law.

PERSONNEL POLICY AND PROCEDURES

Contractors must develop and maintain personnel policies and procedures to ensure that clinical staff are hired, trained, and evaluated appropriately for their job position. Personnel policies and procedures must include:

- job descriptions,
- a written orientation plan for new staff to include skills evaluation and/or competencies appropriate for the position, and
- a performance evaluation process for all staff.

Job descriptions, including those for contracted personnel, must specify required qualifications and licensure. All staff must be appropriately identified with a name badge.

Contractors must show evidence that employees meet all required qualifications and are provided annual training. Job evaluations should include observation of staff/client interactions during clinical, counseling, and educational services.

Contractors shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. All employees and board members must complete a conflict of interest statement during orientation. All medical care must be provided under the supervision, direction, and responsibility of a qualified Medical Director. The Family Planning Program Medical Director must be a licensed Texas physician.

Contractors must have a documented plan for organized staff development. There must be an assessment of:

- training needs;
- quality assurance indicators; and
- changing regulations/requirements.

Staff development must include orientation and in-service training for all personnel and volunteers. (Non-profit entities must provide orientation for board members and government entities must provide orientation for their advisory committees). Employee orientation and continuing education must be documented in agency personnel files.

FACILITIES AND EQUIPMENT

DSHS contractors are required to maintain a safe environment at all times. Contractors must have written policies and procedures that address the handling of hazardous materials, fire safety, and medical equipment.

Hazardous Materials – Contractors must have written policies and procedures that address:

- the handling, storage, and disposing of hazardous materials and waste according to applicable laws and regulations;
- the handling, storage, and disposing of chemical and infectious waste, including sharps; and
- an orientation and education program for personnel who manage or have contact with hazardous materials and waste.

Fire Safety – Contractors must have a written fire safety policy that includes a schedule for testing and maintenance of fire safety equipment. Evacuation plans for the premises must be clearly posted and visible to all staff and clients.

Medical Equipment – Contractors must have a written policy and maintain documentation of the maintenance, testing, and inspection of medical equipment, including automated external defibrillators (AED). Documentation must include:

- assessments of the clinical and physical risks of equipment through inspection, testing, and maintenance;
- reports of any equipment management problems, failures, and use errors;
- an orientation and education program for personnel who use medical equipment; and
- manufacturer recommendations for care and use of medical equipment.

Smoking Ban – Contractors must have written policies that prohibit smoking in any portion of their indoor facilities. If a contractor subcontracts with another entity for the provision of health services, the subcontractor must comply with this policy.

Disaster Response Plan – Written and oral plans that address how staff are to respond to emergency situations (i.e., fires, flooding, power outage, bomb threats, etc.). The disaster plan must identify the procedures and processes that will be initiated during a disaster and the staff (position/s) responsible for each activity. A disaster response plan must be in writing, formally communicated to staff, and kept in the workplace available to employees for review. For an employer with ten or fewer employees the plan may be communicated orally to employees.

For additional resources on facilities and equipment, see the Occupational Safety and Health Administration website.

QUALITY MANAGEMENT

Organizations that embrace Quality Management (QM) concepts and methodologies and integrate them into the structure of the organization and day-to-day operations discover a very powerful management tool. Quality Management programs can vary in structure and organization and will be most effective if they are individualized to meet the needs of a specific agency, services and the populations served.

Contractors are expected to develop quality processes based on the four core Quality Management principles that focus on:

- the client,
- systems and processes,
- measurement, and
- teamwork.

Contractors must have a Quality Management program individualized to their organizational structure and based on the services provided. The goals of the quality program should ensure availability and accessibility of services, and quality and continuity of care.

A Quality Management program must be developed and implemented that provides for ongoing evaluation of services. Contractors should have a comprehensive plan for the internal review, measurement and evaluation of services, the analysis of monitoring data, and the development of strategies for improvement and sustainability. Contractors who subcontract for the provision of services must also address how quality will be evaluated and how compliance with DSHS policies and basic standards will be assessed with the subcontracting entities.

The Quality Management Committee, whose membership consists of key leadership of the organization, including the Executive Director/CEO and the Medical Director, and any other appropriate staff where applicable, annually reviews and approves the quality work plan for the organization. The Medical Director must be a licensed Texas physician.

The Quality Management Committee must meet at least quarterly to:

- receive reports of monitoring activities;
- make decisions based on the analysis of data collected;
- determine quality improvement actions to be implemented; and
- reassess outcomes and goal achievement.

Minutes of the discussion, actions taken by the committee, and a list of the attendees must be maintained.

The quality work plan at a minimum must:

- include clinical and administrative standards by which services will be monitored;
- include process for credentialing and peer review of clinicians;
- identify individuals responsible for implementing monitoring, evaluating and reporting;
- establish timelines for quality monitoring activities;
- identify tools/forms to be utilized; and
- outline reporting to the Quality Management Committee.

Although each organization's quality management program is unique, the following activities must be undertaken by all agencies providing client services:

- On-going eligibility, billing, and clinical record reviews to assure compliance with program requirements and clinical standards of care;
- Tracking and reporting of adverse outcomes;
- Client satisfaction surveys;
- Annual review of facilities to maintain a safe environment, including an emergency safety plan;
- Annual review of policies, clinical protocols, standing delegation orders (SDOs), and immunization status to ensure they are current; and
- Performance evaluations to include primary license verification, DEA, and immunization status to ensure they are current.

DSHS Contractors who subcontract for the provision of services must also address how quality will be evaluated and how compliance with policies and basic standards will be assessed with the subcontracting entities including:

- Annual license verification (primary source verification);
- Clinical record review;
- Eligibility and billing review;
- On-site facility review;
- Annual client satisfaction evaluation process; and
- Child abuse training and reporting – subcontractor staff.

Data from these activities must be presented to the Quality Management Committee. Plans to improve quality should result from the data analysis and reports considered by the committee and should be documented.

PHARMACY

In order to facilitate client access to and compliance with contraceptive methods and related medications, **it is required that all contractors have at least a Class D pharmacy at each DSHS Family Planning clinic site.**

Pharmacies must be operated in accordance with federal and state laws relating to security and record-keeping for drugs and devices. The inventory, supply, and provision of pharmaceuticals must be conducted in accordance with state pharmacy laws and professional practice regulations. It is essential that each facility maintain an adequate supply and variety of drugs and devices on-site to effectively manage the contraceptive needs of its patients.

Class D Pharmacy Exemption

Contractors may request an exemption to the on-site Class D pharmacy requirement, if such an exemption would facilitate client access to contraceptive methods and related medications. Requests for exemptions must be made in writing to the DSHS Preventive Care Branch and will be considered on a case-by-case basis. Exemption requests must 1) describe the process through which a patient obtains medication from the referral pharmacy/pharmacies, and 2) include justification wherein referring clients to an off-site pharmacy benefits the agency and/or clients. The following criteria must be met in order to potentially qualify for an exemption:

1. A signed and fully executed Memorandum of Understanding (MoU) with referral pharmacy/pharmacies, which includes the purpose of cooperation and details coordination with between the contractors and the referral pharmacy/pharmacies to provide the following medications:

    - non-clinician administered hormonal contraceptive methods [oral contraceptives; transdermal hormonal contraceptives (patch); and vaginal hormonal contraceptives (ring)];

    - anti-infectives for the treatment of STIs and other infections; and

    - other medications necessary to treat health care needs of the family planning patient population.

2. The agreement made with referral pharmacy/pharmacies must not create barriers to the client receiving the prescribed medication.

3. The referral pharmacy/pharmacies is/are located within a reasonable distance to participating clients.

4. Clients do not incur additional costs to obtain medications.

5. The contractor has a written policy that ensures clients can obtain prescribed medication refills from the cooperating pharmacy/pharmacies without an additional clinic visit (unless medically indicated/necessary).

SEPARATION OF FAMILY PLANNING AND ABORTION SERVICES

A DSHS contractor will not be disqualified from receipt of family planning funds because of its affiliation with an entity that performs elective abortions, provided that such affiliation satisfies the following requirements:

Legal Separation

DSHS contractors and their abortion-services affiliates must be legally separate corporations. Each entity must have separate articles of incorporation with distinct filing certifications from the Texas Secretary of State's Office, separate bylaws, and separate State of Texas Tax Identification numbers. State or local governmental entities that contract with DSHS to provide family planning services and their abortion-services affiliates must be legally separate organizations and must have separate governing structures.

Easily Distinguishable Names

DSHS contractors and their abortion-services affiliates must have easily distinguishable names so that a reasonable person can easily distinguish between the DSHS contractor and the affiliated abortion-services provider. This requirement applies to both the legal names of the entities and their "doing business as" names.

Separate Boards of Directors and Governing Bodies

DSHS contractors and their abortion-services affiliates must maintain separate boards of directors or governing bodies. Each entity's board of directors or governing body must meet separately and maintain separate records. The minutes, recordings, or other documents that record the activities of the board of directors or governing body of a DSHS contractor must clearly indicate that any business discussed by the board of directors or governing body is intended to be primarily business of the DSHS contractor, rather than a discussion of the business of an affiliate.

No Direct or Indirect Subsidy

DSHS contracting agencies may not transfer any family planning funds to their abortion-services affiliate. If there are shared expenses among the entities, a formal "cost sharing" agreement between the entities must be maintained that clearly indicates each of the shared expenses (e.g. overhead, rent, phones, equipment and utilities) and how the expenses have been apportioned between the entities. The methodology used to apportion a fair value for any shared expenses must be in accordance with generally acceptable accounting principles. Each entity must maintain separate cost allocation plans that only include that entity's portion of any shared costs as outlined by the formal "cost sharing" agreement. All financial transactions between entities must be clearly delineated and maintained separately in each entity's financial records. All recorded transaction between entities must include the date, time, amount, and purpose of the transaction.

Detailed Employee Timekeeping
Detailed timekeeping records must be maintained for any person employed by both a DSHS contractor and its abortion-services affiliate. Each entity must keep separate timekeeping records for such employees that clearly reflect the work performed for each entity. Payroll costs for these employees must accurately reflect the timekeeping records of each entity and must show that only time employed for an entity is reflected in that entity's payroll records. Such employees must never be paid by one entity while performing work related duties for the other. For a description of acceptable timekeeping systems that may be used for these purposes please see Section 6.05.01 of the DSHS Contractor's Financial Procedures Manual.

Clear Signage
If a DSHS contractor and its abortion-services affiliate are located at the same physical location, the existence and separate nature of the affiliate relationship and the services provided by each entity must be clearly reflected by all signage located in areas accessible to the public. Signage in this instance is a physical or electronic representation that reflects the name, location, and/or services provided by each entity. Signage may include, but is not limited to:

- signs posted or painted on the interior or exterior doors or windows of a physical location;
- phonebook listings;
- websites;
- social networking sites; and
- email footers.

Family planning funds may never be used to pay for any portion of an abortion-services affiliate's signage. This includes either a physical sign or an electronic representation such as a webpage.

Separate Books
DSHS contractors and their abortion-services affiliates must each maintain separate records adequate to show compliance with the requirements listed above. All transactions between the DSHS contracting agency and its abortion-services affiliate, as outlined in their formal "cost sharing" agreement, must be clearly delineated in each entity's financial records. All recorded transactions between entities must include the date, time, amount, and purpose of the transaction.

Reporting Additional Shared Sites to DSHS
Contractors must notify, in writing, their contract manager if an abortion-services affiliate is located at a new or existing location where DSHS services are provided.

Section II
Eligibility, Client Services, and Community Activities

Purpose: Section II provides policy requirements for providing client services and community activities.

CLIENT ELIGIBILITY SCREENING PROCESS

DSHS Family Planning contracted agencies must screen all potential family planning clients for eligibility in the following programs that provide family planning services: Medicaid, the Texas Women's Health Program (TWHP), and then the DSHS Family Planning Program. Eligibility screening criteria and processes are described below.

SCREENING FOR MEDICAID AND TWHP

If the client has a Medicaid card, it can be used to document Medicaid eligibility. All women 18-44 years of age who are not eligible for full Medicaid services must be screened for TWHP.

How to know if a person is covered by the TWHP:

- She will be issued a 'Your Texas Benefits' card with "TWHP" printed in the upper right corner.
- She should show her 'Your Texas Benefits' card at the point of service delivery.

Even with this card, providers must verify the person's eligibility. Providers can log on to www.YourTexasBenefitsCard.com or call TMHP at 1-800-925-9126. Providers can also log on to TexMedConnect to check the member's Medicaid ID number (PCN).

If a woman is screened as potentially eligible for TWHP, the contractor must assist the client to complete the TWHP Application Form #H1867. (See below for additional information to assist clients with the TWHP application process).

TEXAS WOMEN'S HEALTH PROGRAM (TWHP)

All women 18-44 years of age must be screened for TWHP. TWHP is a state-funded program administered by the Texas Health and Human Services Commission (HHSC) to provide uninsured women with family planning exams, related health screenings, and birth control. Family planning contractors must be a provider of TWHP services.

TWHP is for women who meet the following qualifications:

- ages 18-44 - women can apply the month of their 18th birthday through the month of their 45th birthday;
- U.S. citizens and qualified immigrants;
- reside in Texas;

- do not currently receive full Medicaid benefits, Children's Health Insurance Program (CHIP), or Medicare Part A or B;
- are not pregnant;
- have not been sterilized, are infertile, or are unable to get pregnant due to medical reasons;*
- do not have private health insurance that covers family planning services, unless filing a claim on the health insurance would cause physical, emotional or other harm from a spouse, parent, or other person; and
- have a countable household income at or below 185 percent of the federal poverty level.

**If a woman has received a sterilization procedure but has not had the sterilization confirmed, the woman may still qualify for TWHP. TWHP covers the confirmation of the sterilization procedure. However, no other TWHP services are covered for women that have received a sterilization procedure.*

Contractors must assist individuals who screen eligible for TWHP to complete the TWHP Application Form #H1867 and verify the person's income, identity and citizenship in accordance with TWHP policies. Adjunctive eligibility is available if she or a member of her family is participating in a gateway program that requires income verification and is limited to participants at or below 185% FPL (Special Supplemental Nutrition Program for Women, Infants, and Children [WIC], Food Stamps, Temporary Assistance for Needy Families or children's Medicaid). For more information on documents that are acceptable as proof of adjunctive eligibility see the TWHP website.

The TWHP Application, HHSC Form # H1867 is used to apply for the TWHP if the screening form indicates that a woman is likely to be determined eligible. Note: a TWHP Screening Tool or TWHP Application Form #H1867 must be maintained in the client record for all potentially eligible TWHP clients.

After ensuring that the application is completed and signed, the contractor must fax the front page of the application to the toll-free number included on the application to HHSC for processing. Verification of income, expenses, or adjunctive eligibility, identity, and citizenship must also be faxed with the application. Contractors must fax the application to the eligibility office even if all required documentation is not provided by the client. The eligibility office will contact the client for any missing information. To minimize paperwork and the chance that verification will be lost, the documents should be photocopied to fit on one sheet, if possible. A woman's enrollment in the TWHP will be effective from the first day of the month the State receives her application for the program. For example, if a woman applies for the TWHP on January 20 and she is certified, her enrollment will be effective starting January 1.

RE-SCREENING FOR THE TWHP

DSHS contractors are not required to re-screen TWHP clients who return for services within 35 calendar days of their initial visit. Any client whose eligibility for TWHP has not been determined after 35 days of the initial visit, must be re-screened at subsequent visits. Clients who were initially screened ineligible for the TWHP because of their citizenship or immigration status must be re-screened annually or when the client reports a change in their citizenship or immigration status. If the client has been deemed ineligible, a copy of the denial letter must be maintained in the client record. Clients who do not provide a copy of denial letter must be re-screened at subsequent visits.

Contractors are not required to re-screen new clients who are already recipients of the TWHP or Medicaid. For clients who have not previously been screened for the TWHP by the clinic where she is seeking services, a photocopy of their eligibility card must be maintained in the client record to document eligibility. Individuals who refuse to apply for the TWHP must be re-screened at subsequent visits.

SCREENING FOR DSHS FAMILY PLANNING PROGRAM ELIGIBILITY

All DSHS Family Planning contractors must perform an annual eligibility screening assessment on all clients who present for family planning services. DSHS Family Planning contractors must use one of the following eligibility screening tools to assess client eligibility for family planning services:

- DSHS INDIVIDUAL Eligibility Screening Form (EF05-14215) (see Appendix B); DSHS HOUSEHOLD Eligibility Screening Form (EF05-14214) with HOUSEHOLD Eligibility Screening Form Worksheet (Form EF05-13227) (See Appendix C); or

- Any other eligibility screening form substitute (e.g., in-house form, electronic/automated form, phone interview, etc.), that contains the required DSHS information for determining eligibility, and is approved by the DSHS Family Planning Program.

The completed eligibility form must be maintained in the client record, indicating the client's poverty level and the co-pay amount he or she will be charged. Client eligibility must be assessed on an annual basis.

The eligibility assessment may be completed over the phone or in the office, but a completed screening tool must be maintained in the client record.

DETERMINING DSHS FAMILY PLANNING PROGRAM ELIGIBILITY

Eligibility Requirements

- Eligible clients must be:

- females of childbearing age who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services;

- males of reproductive age who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services;

- Texas residents. Residency is self-declared. Contractors may require residency verification, but such verification should not jeopardize delivery of services;

- at/or under 250% of the federal poverty level (FPL). Contractors must require income verification. If the methods used for income verification jeopardize the client's right to confidentiality or impose a barrier to receipt of services, the contractor must waive this requirement. Reasons for waiving verification of income must be noted in the client record.

    - For un-emancipated, unmarried individuals UNDER 18 years of age, if parental consent is required for the receipt of services per Section 32 of the Texas Family Code, the family's income must be considered in determining the charge for the service.

    - If parental consent is not required to provide services to an individual UNDER 18 years of age, per Section 32 of the Texas Family Code, only the individual's income is used to assess eligibility, not the income of other family members. In this case, the minor's own income is applied and the size of the family should be recorded as one.

Contractors who have expended their awarded funds must continue to serve their existing eligible clients (clients seen within the current contract year).

For the purpose of determining family planning eligibility, the following definitions will be used:

- **Household** -- The household consists of a person living alone or a group of two or more persons related by birth, marriage including common-law, or adoption, who reside together and are legally responsible for the support of the other person. Household is self-declared.

    - For example: If an unmarried applicant lives with a partner, ONLY count the partner's income and children as part of the household IF the applicant and his/her partner have mutual children together. Unborn children should also

be included. Treat applicants who are 18 years of age as adults. No children aged 18 and older or other adults living in the household should be counted as part of the household group.

- **Income** -- All income received must be included. Income is calculated before taxes (gross). Include sources of income as defined in the DSHS Family Planning Definition of Income (See Appendix D).

  - For individuals who are married or who are 18 years of age or older, the income of all family members must be used.

  - For un-emancipated, unmarried individuals UNDER 18 years of age, if parental consent is required for the receipt of services per Section 32 of the Texas Family Code, the family's income must be considered in determining the charge for the service.

  - If parental consent is not required to provide services to an individual UNDER 18 years of age, per Section 32 of the Texas Family Code, only the individual's income is used to assess eligibility, not the income of other family members. In this case, the minor's own income is applied and the size of the family should be recorded as one.

- **Income Deductions -** Dependent care expenses shall be deducted from total income in determining eligibility. Allowable deductions are actual expenses up to $200.00 per child per month for children under age 2 and $175.00 per child per month for each dependent age 2 or older.

  Legally obligated child support payments made by a member of the household group shall also be deducted. Payments made weekly, every two weeks or twice a month must be converted to a monthly amount by using one of the conversion factors listed below.

Monthly Income Calculation

- If income is received in lump sums or at longer intervals than monthly, such as seasonal employment, the income is prorated over the period of time the income is expected to cover.
- Weekly income is multiplied by 4.33.
- Income received every two weeks is multiplied by 2.17.
- Income received twice monthly is multiplied by 2.
- Subsidized services must be made available to clients up to 250% of the current FPL.

ADJUNCTIVE ELIGIBILITY

An applicant is considered adjunctively (automatically) eligible for DSHS Family Planning Program services at an initial or renewal eligibility screening, if she is currently enrolled in one of the following programs:

- Children's Health Insurance Program (CHIP) Perinatal,
- Medicaid for Pregnant Women,
- Special Supplemental Nutrition Program for Women, Infants, and Children (WIC),
- Supplement Nutrition Assistance Program (SNAP), or
- Texas Women's Health Program (TWHP).

The applicant must be able to provide proof of active enrollment in the adjunctively eligible program. Acceptable eligibility verification documentation may include:

PROGRAM	DOCUMENTATION
CHIP Perinatal	*CHIP Perinatal benefits card*
Medicaid for Pregnant Women	*'Your Texas Benefits' card (Medicaid card)***
SNAP	*SNAP eligibility letter*
TWHP	*'Your Texas Benefits' card***
WIC	*WIC verification of certification letter, printed WIC-approved shopping list, or recent WIC purchase receipt with remaining balance*

**NOTE: Presentation of the 'Your Texas Benefits' card does not completely verify current eligibility. To verify eligibility, contractors can go to www.YourTexasBenefitsCard.com, call TMHP at 1-800-925-9126, or access TexMedConnect to enter or give the applicant's Medicaid ID number (PCN) as listed on the card.

If the applicant's current enrollment status cannot be verified during the eligibility screening process, adjunctive eligibility would not be granted. Contractor would then determine eligibility according to usual protocols.

CALCULATION OF APPLICANT'S FEDERAL POVERTY LEVEL PERCENTAGE

Household FPL Calculation

If a contractor collects a client co-pay, the contractor must determine the applicant's exact household Federal Poverty Level (FPL) percentage. The steps to do so include:

1. Determine the applicant's household size.
2. Determine the applicant's total monthly income amount.
3. Divide the applicant's **total monthly income** amount by the **maximum monthly income** amount at 100% FPL, for the appropriate **household size**.
4. Multiply by 100%

The maximum monthly income amounts by household size are based on the Department of Health and Human Services federal poverty guidelines. The guidelines are subject to change around the beginning of each calendar year. For more information see Appendix E.

Example:
Applicant has a total monthly income of $2,063 and counts three (3) family members in the household.

Total Monthly Income		Maximum Monthly Income (Household Size of 3)						Actual Household FPL%
$2,093	÷	$1,674	=	1.25	x	100%	=	125% FPL

DATE ELIGIBILITY BEGINS

An individual is eligible for services beginning the date the contractor determines the individual eligible for the program and signs the completed application.

CLIENT FEES/CO-PAYS

All family planning services provided at a DSHS family planning funded clinic, including non-reimbursable services, must be offered on a fee scale. (See sample fee scale Appendix E.)

Please note the following:

- Medicaid-eligible clients must never be charged a fee for services covered by Medicaid.
- TWHP-eligible clients must never be charged a fee for services covered by TWHP.

- Clients must never be denied services because of inability to pay current fees or any fees owed. Signs indicating this policy should be visibly posted at contractor clinic sites.

CO-PAY GUIDELINES:

- All clients between 101% and 250% FPL must be assessed a fee or co-pay for family planning services. A client's account must reflect that they have been charged a fee or co-pay even if they were unable to pay at the time of services or if the fee or co-pay was waived.

- Clients that are responsible for paying any fee for their services should be given bills directly at the time of services.

- Contractors must maintain records regarding client fees paid and any balance owed. However, contractors must have a system for aging accounts receivable. This system must be documented in the contractor's policy and procedures and must clearly indicate a timeframe for removing balances from a client's account due to inability to pay.

- Contractors must not charge a fee for family planning services to individuals whose income and family size place them at or below 100% FPL, or to Medicaid or TWHP-eligible clients.

- A fee scale must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to service. A fee scale is required for individuals with household incomes between 101% and 250% of FPL. Fees must be waived for individuals with family incomes above this amount who, as determined by the service site project director, are unable, for good cause, to pay for family planning services. For a sample sliding fee scale see Appendix E.

- Appendix E is a sample of a flat co-pay scale. Contractors can adopt the sample or develop their own. The flat fee scale must have proportional FPL increments and co-pay amounts. The maximum co-pay amount must not exceed $30.00. If a contractor does not use the DSHS Family Planning sample, the scale must be submitted to and approved by the DSHS Family Planning Program staff.

- The fee scale must be updated when the revised Federal Poverty Income Guidelines are released. Contractors must have policies and procedures regarding fee collection, which must be approved by the contractor's Board of Directors.

- Services may be provided to clients with third-party insurance if the confidentiality of the client is a concern or if the client's insurance deductible is 5% or greater of their monthly income.

- Client co-pays collected by the contractor are considered program income and must be used to support the delivery of DSHS family planning services.

- Contractors must continue to bill for services when allocated funds are expended.

GENERAL CONSENT

Contractors must obtain the patient's written, informed, voluntary general consent to receive services prior to receiving any clinical services. A general consent explains the types of services provided and how client/patient information may be shared with other entities for reimbursement or reporting purposes. If there is a period of time of three years or more during which a patient does not receive services, a new general consent must be signed prior to reinitiating delivery of services.

Consent information must be effectively communicated to every patient in a manner that is understandable. This communication must allow the patient to participate, make sound decisions regarding her/his own medical care, and address any disabilities that impair communication (in compliance with Limited English Proficiency regulations). Only the patient may consent. For situations when the patient is legally unable to consent (e.g., a minor or an individual with development disability), a parent, legal guardian, or caregiver must consent. Consent must never be obtained in a manner that could be perceived as coercive.

In addition, as described below, the contractor must obtain the informed consent of the client for procedures as required by the Texas Medical Disclosure Panel.

DSHS contractors should consult a qualified attorney to determine the appropriateness of the consent forms utilized by their health care agency.

PROCEDURE-SPECIFIC INFORMED CONSENTS

Sterilization Procedures:

There are two consent forms required for sterilization procedures:

- the Sterilization Consent Form, and
- the Texas Medical Disclosure Panel Consent.

The Sterilization Consent Form

The Sterilization Consent Form is a federally mandated consent form and is necessary for both abdominal and trans-cervical sterilization procedures in women and vasectomy in men. It is provided in the Texas Medicaid Provider Procedures Manual (TMPPM), and is the only acceptable consent form for sterilizations funded by regular Medicaid (Title XIX), TWHP, or the DSHS Family Planning and Expanded Primary Health Care Programs. An electronic copy of the Sterilization Consent Forms (in English and Spanish) may be found on the TMHP website. In brief, the individual to be sterilized must:

- be at least **21 years old** at the time the consent is obtained;
- be mentally competent;
- voluntarily give his or her informed consent;
- sign the consent form **at least 30 days but not more than 180 days prior** to the sterilization procedure*; and
- may choose a witness to be present when the consent is obtained.

**An individual may consent to be sterilized at the time of premature delivery or emergency abdominal surgery, if at least 72 hours have passed after the client gave informed consent to sterilization. In the case of premature delivery, the informed consent must have been given at least 30 days before the expected date of delivery.*

The consent form must be signed and dated by the:

- individual to be sterilized;
- interpreter, if one is provided;
- person who obtains the consent; and
- physician who will perform the sterilization procedure.

Informed consent may **not** be obtained while the individual to be sterilized is:

- in labor or in the process of delivering an infant or infants;
- seeking to obtain or obtaining an abortion; or
- under the influence of alcohol or other substances that affect the individual's state of awareness.

Texas Medical Disclosure Panel Consent
The Texas Medical Disclosure Panel (TMDP) was established by the Texas Legislature to 1) determine which risks and hazards related to medical care and surgical procedures must be disclosed by health care providers or physicians to their patients or persons authorized to consent for their patients, and 2) establish the general form and substance of such disclosure. TMDP has developed a List A (informed consent requiring full and specific disclosure) for certain procedures, which can be found in the Texas Administrative Code (TAC).

Contractors that directly perform tubal sterilization and/or vasectomy (both List A procedures), must also complete the **TMDP Disclosure and Consent Form.** This consent is in addition to the Sterilization Consent Form noted on the previous page.

The required disclosures for tubal sterilization are:

- injury to the bowel and/or bladder;

- sterility;
- failure to obtain fertility (if applicable);
- failure to obtain sterility (if applicable); and
- loss of ovarian functions or hormone production from ovary(ies).

The required disclosures for vasectomy are:

- loss of testicle; and
- failure to produce permanent sterility.

For all other procedures not on List A, the physician must disclose, through a procedure-specific consent, all risks that a reasonable patient would want to know about. This includes all risks that are inherent to the procedure (one which exists in and is inseparable from the procedure itself) and that are material (could influence a reasonable person in making a decision whether or not to consent to the procedure).

CONSENT FOR SERVICES TO MINORS

Minors age 17 and younger are required to obtain consent from a parent or guardian before receiving certain medical services. DSHS Family Planning contractors must have proof of a parent's or guardian's consent prior to providing family planning services to a minor client. Proof of consent must be included in the minor client's medical record.

Parental consent is **not** required for minors to receive pregnancy testing, HIV/STD testing, or treatment for a STD.

For information on health services and consent requirements for minors see: Adolescent Health – A Guide for Providers and The Texas Family Code, Chapter 32, part of which is outlined below.

Texas Family Code Chapter 32 Sec. 32.003. CONSENT TO TREATMENT BY CHILD: There are instances in which a child may consent to medical, dental, psychological, and surgical treatment for the child by a licensed physician or dentist if the child:

(1) is on active duty with the armed services of the United States of America;

(2) is:

(A) 16 years of age or older and resides separate and apart from the child's parents, managing conservator, or guardian, with or without the consent of the parents, managing conservator, or guardian and regardless of the duration of the residence; and

(B) managing the child's own financial affairs, regardless of the source of the income;

(3) consents to the diagnosis and treatment of an infectious, contagious, or communicable disease that is required by law or a rule to be reported by the licensed physician or dentist to a local health officer or the Texas Department of Health, including all diseases within the scope of Section 81.041, Health and Safety Code;

(4) is unmarried and pregnant and consents to hospital, medical, or surgical treatment, other than abortion, related to the pregnancy;

(5) consents to examination and treatment for drug or chemical addiction, drug or chemical dependency, or any other condition directly related to drug or chemical use;

(6) is unmarried, is the parent of a child, and has actual custody of his or her child and consents to medical, dental, psychological, or surgical treatment for the child; or

(7) is serving a term of confinement in a facility operated by or under contract with the Texas Department of Criminal Justice, unless the treatment would constitute a prohibited practice under Section 164.052(a)(19), Occupations Code.

CONSENT FOR HIV TESTS

Texas Health and Safety Code §81.105 and §81.106 are as follows:

§ 81.105. INFORMED CONSENT

(a) Except as otherwise provided by law, a person may not perform a test designed to identify HIV or its antigen or antibody without first obtaining the informed consent of the person to be tested.

(b) Consent need not be written if there is documentation in the medical record that the test has been explained and the consent has been obtained.

§ 81.106. GENERAL CONSENT

(a) A person who has signed a general consent form for the performance of medical tests or procedures is not required to also sign or be presented with a specific consent form relating to medical tests or procedures to

determine HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS that will be performed on the person during the time in which the general consent form is in effect.

(b) Except as otherwise provided by this chapter, the result of a test or procedure to determine HIV infection, antibodies to HIV, or infection with any probable causative agent of AIDS performed under the authorization of a general consent form in accordance with this section may be used only for diagnostic or other purposes directly related to medical treatment.

CLINICAL GUIDELINES

This chapter describes the requirements and recommendations for contractors pertaining to the delivery of direct clinical services to patients. In addition to the requirements and recommendations found within this section, contractors should follow national evidence-based guidelines, including those found within the publication, Providing Quality Family Planning Services, Recommendations of CDC and the U.S. Office of Population Affairs**.** The contactor should also review the U.S. Preventive Services Task Force (USPSTF) recommendations and provide services that incorporate USPSTF A and B recommendations that are appropriate for the target population**.**

PATIENT HEALTH RECORD (MEDICAL RECORD)

Contractors must ensure that a patient health record (medical record) is established for every client who obtains clinical services (also see Section 1, Chapter 4 – Client Records Management.)

All patient health records must be:

- Complete, legible, and accurate documentation of all clinical encounters, including those by telephone;
- Written in ink without erasures or deletions; or documented in Electronic Health Records (EHR) or Electronic Medical Record (EMR);
- Signed by the provider making the entry, including name of provider, provider title, and date for each entry;
  - Electronic signatures are allowable to document provider review of care. However, stamped signatures are not allowable.
- Readily accessible to assure continuity of care and availability to patients; and
- Systematically organized to allow easy documentation and prompt retrieval of information.

The patient health record must include:

- Client identification and personal data including financial eligibility;
- Preferred language and method of communication;
- Patient contact information - include the best way to reach patient to facilitate continuity of care, assure confidentiality, and adhere to HIPAA regulations (also see HIPAA and Minors, Section I Chapter 3);
- Medical history;
- Physical examination;
- Laboratory and other diagnostic tests orders, results, and follow-up;
- Assessment or clinical impression;
- Plan of care, including education, counseling, treatment, special instructions, scheduled visits, and referrals;
- Informed consent documentation;

- Refusal of services documentation, when applicable;
- Medication and other allergic reactions recorded prominently in specific location; and
- Problem list.

MEDICAL HISTORY AND RISK ASSESSMENT

At the initial clinical visit, a **comprehensive** medical history must be obtained on all patients. Any pertinent history must be updated at each subsequent clinical visit. Each clinic visit should include a risk assessment that meets the needs and concerns of the patient. See the USPSTF recommendations.
For a checklist of family planning and related preventive health services for women and men see Appendix F, or the Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs.

The **comprehensive** medical history must address the following:

- Reason for visit;
- Current health status, including acute and chronic medical conditions;
- Significant past illnesses, including hospitalizations;
- Previous surgery and biopsies with dates, and when possible and pertinent, the results/final diagnosis/pathology;
- Blood transfusions and other exposure to blood products;
- Current medications, including prescription, over the counter (OTC) as well as complementary and alternative medicines (CAM);
- Allergies, sensitivities, or reactions to medicines and other substances;
- Use of tobacco/alcohol/illicit drugs (including type, duration, frequency, route);
- Immunization status/assessment (see child, adolescent, adult immunization schedules);
    - Rubella - based on a history of rubella vaccination or documented rubella serology – non-pregnant female patients of childbearing age with unknown or inadequate rubella immunity must be provided vaccination on-site or referred appropriately.*
- Review of systems with pertinent positives and negatives documented in chart;
- Assessment for sexual and intimate partner violence (IPV) (mandated by Texas Family Code, Chapter 261 and Rider 14;
- Assessment for environmental safety (e.g. bike helmets, seat belts, car seats, etc.);
- Occupational hazards or environmental toxin exposure;
- Pertinent mental health history (e.g., depression, anxiety);
- Pertinent family history; and
- Pertinent partner history, including injectable drug use, number of partners, STI/STDs and HIV history and risk factors, gender of sexual partners.

**Family planning contractors can voluntarily participate in the Adult Safety Net (ASN) Program or the Texas Vaccines for Children (TVFC). Both programs provide vaccines at no cost.*

Reproductive health history in **female patients** must include:

- Menstrual history;
- Pertinent sexual behavior history, including family planning practices (i.e., contraceptive use – past and current), number of partners, gender of sexual partners, last sexual encounter, sexual abuse;
- Obstetrical history;
- Gynecological and urologic conditions;
- STI/STDs, and HIV history, risks, and exposure;
- Cervical cancer screening history (date and results of last Pap test or other cervical cancer screening test, note any abnormal results and treatment).

Reproductive health history in **male patients** must include:

- Pertinent sexual behavior history, including family planning practices (e.g., contraceptive use – past and current), number of partners, gender of sexual partners, last sexual encounter, and sexual abuse;
- STI/STDs and HIV history, risks, and exposure; and
- Genital and urologic conditions, as indicated.

PHYSICAL ASSESSMENT

All patients must be provided an appropriate physical assessment as indicated by patient history. A physical examination is not essential prior to the provision of most contraceptive methods and should not be a barrier to the patient receiving a method of contraception.

The initial physical exam may be deferred if the patient history and presentation do not reveal potential problems requiring immediate evaluation. The initial physical exam should be performed within 6 months.

The following are the required components of client physical assessment.

Initial Family Planning Visit

- Height measurement;
- Body Mass index (BMI), waist measurement and/or other measurement to assess for underweight, overweight, and obesity;
- Blood pressure evaluation;
- Other systems as indicated by history. (e.g., pelvic exam, evaluation of thyroid, heart, lungs, abdomen).

Annual Family Planning Visit (subsequent to initial visit)

- Height measurement annually until 5 years post menarche for females and until age 20 years for males;
- Weight measurement annually (to assess for diagnosis of underweight, overweight, and obesity);
- Blood pressure evaluation;
- Other systems as indicated by history (e.g., pelvic exam, evaluation of thyroid, heart, lungs, abdomen).

Clinic visits for a purpose other than an Initial Family Planning Visit or an Annual Family Planning Visit should include the services that meet the individualized family planning needs and concerns of the patient.

Resources:

- American Congress of Obstetricians and Gynecologists (ACOG)
- American Cancer Society Guidelines for the Early Detection of Cancer
- Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs
- Morbidity and Mortality Weekly Report (MMWR) Sexually Transmitted Diseases Treatment Guidelines, 2015.

LABORATORY TESTS

Family planning patients must be provided appropriate laboratory and diagnostic tests **as indicated** by history, physical examination, and clinical assessment, including specific laboratory or diagnostic tests required for the provision of specific contraceptive methods. The following tests or procedures must be provided:

- Cervical cancer screening for females age 21 years and older;
- Sexually transmitted infection screening as per CDC guidelines;
- Pregnancy test must be provided on-site;
- Rubella serology (for females), if status not previously established by patient history and documented in chart, either on-site or by referral;
- Colorectal cancer screening in individuals 50 years of age and older;
- ***Human Papillomavirus (HPV) Testing*** is only reimbursable for family planning female patients who are 21 years or older after an initial ASC-US Pap result. (See current information about HPV and HPV testing. For the management of abnormal Pap tests, see the ASCCP Cervical Cytology Consensus Guideline Algorithms.)
- HIV Testing; and

- Other labs (such as blood glucose, lipid panel, thyroid stimulating hormone, etc.) as indicated by risk assessment, history and physical, either on-site or by referral.*

** Initial tests may be deferred until the initial physical exam is provided.*

Agencies must have written plans to address laboratory and other diagnostic tests orders, results and follow-up to include:

- Tracking and documentation of tests ordered and performed for each client;
- Tracking test results and documentation in patients' records;
- Mechanism to notify patients of results in a manner to ensure confidentiality; privacy and prompt, appropriate follow-up; and
- Provider must comply with state and local STI/STD reporting requirements.

Cervical Cancer Screening

ACOG/NBCCEDP/ACS/ASCCP/ASCP Cervical Cancer Screening Guidelines:

- Cervical cancer screening begins at age 21 years;
- Cervical cytology (Pap smear) alone screening every three (3) years for women between the ages of 21 and 29 years;
- Cervical cytology (Pap smear) alone every three (3) years **or** cervical cytology and HPV co-testing every five (5) years for women between the ages of 30 and 65 years;
- Continue screening women who had a hysterectomy for CIN disease for 20 years, even if this extends screening past age 65 years;
- Continue screening women who have had cervical cancer indefinitely as long as they are in reasonable health;
- Both liquid-based and conventional methods of cervical cytology are acceptable for screening.

Women with special circumstances, who are considered high-risk (e.g. HIV+, immunosuppressed or were exposed to Diethylstilbestrol (DES) in utero) may be screened annually or more frequently as determined by the clinician.

- **Chlamydia screening** is recommended for:
  - All sexually active females age 25 and younger annually, even if asymptomatic;
  - Women of any age, if risk factors are present, including but not limited to:
    - a new sex partner during the past 60 days;
    - multiple sex partners;
    - cervicitis or signs and/or symptoms of other STI;
    - pelvic inflammatory disease (PID) history;
    - exposed to STI/STD in past 60 days;
    - pregnancy/currently planning pregnancy;
    - prior positive test for chlamydia or other STI/STD within the past 12 months; and
    - women three to four months after treatment of a previous chlamydia infection, especially in adolescents, as follow-up for possible reinfection, not as a test of cure.

NOTE: There is currently insufficient evidence to recommend routine chlamydia screening in all sexually active men. It should, however, be considered in clinical areas with a high prevalence of chlamydia such as adolescent clinics and correctional facilities. Sexual risk assessment should be conducted to determine the appropriateness for screening, even if asymptomatic.

- **Gonorrhea screening** is recommended for all sexually active females age 25 and younger and for older females at increased risk for gonorrheal infection. Increased risk is defined as a history of prior gonorrheal or other sexually transmitted infections; new or multiple sexual partners; inconsistent condom use; sex work; and drug use. The U.S. Preventive Services Task Force (USPSTF) does not recommend routine screening for gonorrhea in men and women who are at low risk for infection.

- **HPV Testing** is only reimbursable for Family Planning female patients who are 21 years or older after an initial ASC-US pap result.

- **Herpes Simplex Virus (HSV) Testing** is frequently diagnosed through clinical evaluation of lesions, and viral culture and serological testing methods are available for use.
  - The Centers for Disease Control and Prevention (CDC) recommends cell culture and polymerase chain reaction (PCR) for patients who present with genital ulcers or other mucocutaneous lesions. There are limitations to the ability to obtain adequate samples for culture depending on staging of the lesion:
    - Screening for HSV-1 or HSV-2 in the general population is not indicated;
    - Type specific serologic testing might be useful in the following cases:

- A presenting patient with recurrent genital symptoms or atypical symptoms with negative HSV PCR or culture.
- A presenting patient with clinical diagnosis of genital herpes without laboratory confirmation.
- A presenting patient with a partner with genital herpes.

- **HIV Screening:**
  Contractors are required to perform on-site HIV testing. Providers should follow CDC recommendations that all clients age 13-64 years be screened routinely for HIV infection and that all persons likely to be at high risk for HIV be rescreened at least annually. CDC further recommends that screening be provided after the patient is notified that testing will be performed as part of general medical consent unless the patient declines (opt-out screening).

EXPEDITED PARTNER THERAPY

Expedited Partner Therapy (EPT) is the clinical practice of treating the sex partners of patients diagnosed with chlamydia or gonorrhea by providing prescriptions or medications to the patient to take to his/her partner without the health care provider first examining the partner.

Texas Administrative Code 22 TAC §190.8 was amended to allow EPT for STI treatment.

- DSHS endorses the CDC recommendations for the use of EPT. Clinic sites implementing EPT should develop necessary policies, procedures and Standing Delegation Orders (SDOs) to reflect the CDC guidelines. For more information on implementing EPT see the DSHS HIV/STD website. At this time, no reimbursement is available for clinical services to individuals not seen as patients at the clinic.

RADIOLOGY PROCEDURES

On occasion, a provider may need to locate a “lost” Intrauterine Contraception (IUC)/Intrauterine Device (IUD) or non-palpable contraceptive implant. The provider has the choice of using traditional X-ray or ultrasound for locating these contraceptive devices (See Appendix A for CPT codes and descriptors).

EDUCATION AND COUNSELING SERVICES

Patient education and counseling is an essential and integral component of a family planning office visit. One of the goals of family planning is to assist patients to maintain or reach their desired family size, which may involve avoiding or delaying pregnancy or achieving a desired pregnancy. Another purpose of counseling in the family planning setting is to assist patients to reach an informed decision regarding her/his reproductive health, as well as her/his

choice and continued use of family planning methods and services. This is often called a reproductive life plan. Counseling should include the importance of a reproductive life plan with all family planning clients, and providing preconception health services as a part of family planning services, as appropriate.

All counseling must be guided by the wishes of the patient. Counseling must provide neutral, factual information and be nondirective.

Contractors must have written plans for patient education that ensure consistency and accuracy of information provided, as well as identify a mechanism to determine patient understanding of the information. Patient education and counseling should be patient-centered, based on the client's history or risk assessment and need.

Patient education must be:
- Documented in the patient record;
- Appropriate to patient's age, level of knowledge and socio-cultural background; and
- Presented in an unbiased manner.

Initial education must provide patients with information needed to:
- Make informed decisions about family planning;
- Be aware of available contraceptive methods, including benefits and efficacy;
- Reduce risks of STI/STDs and HIV;
- Understand range of services available and how to access specific services needed;
- Understand importance of recommended screening tests, health promotion and disease prevention strategies (e.g., cervical cancer screening, colo-rectal cancer screening, smoking cessation, proper diet or physical activity guidelines); and
- Understand breast or testicular awareness/self-examination, as appropriate.

Persons providing counseling should:
- Be knowledgeable, objective, non-judgmental, and sensitive to the rights and differences of individual patients;
- Provide accurate, consistent, current information about the available contraceptive methods, including benefits, risks, safety, effectiveness, potential side effects, complications, danger signs and return to fertility or other issues related to discontinuation; and
- Document session in the patient record.

Method Counseling
Patients being provided contraceptive method-specific information must receive individualized dialogue that covers:

- Results of physical exam and evaluation;
- Correct use of the contraceptive method(s) selected for personal use by the client, as well as possible side effects and complications;
- Back up methods, including information about emergency contraception and discontinuation issues;
- Scheduled revisits;
- Access for urgent and emergency care, including 24-hour emergency telephone number; and
- Appropriate referral for additional services as needed.

Providers are encouraged to present the most effective methods of contraception first, before presenting information on less effective methods. This information should state that long-acting reversible contraception (LARC) methods are safe and effective for most women, including those who have never given birth and adolescents. A visual depiction of contraceptive methods arranged in order of typical effectiveness can be found in Appendix G or here.

Problem Counseling
Problem counseling may be provided when a patient wishes to discuss issues that are not directly related to a contraceptive method. Examples include sexuality concerns, options counseling for an unintended pregnancy, and nutrition performed by a registered dietitian or weight reduction counseling.

All patients must receive accurate and thorough patient-centered counseling about STIs and HIV to include:

- Discussion about personal risks;
- Risk reduction and infection prevention information, to address sexual abstinence, mutual monogamy with an uninfected partner, and/or condom use, as appropriate for the client; and
- Referral services.

HIV Counseling
Contractors may provide negative HIV test results to patients in person, by telephone, or by the same method or manner as the results of other diagnostic or screening tests. The provision of negative test results by telephone must follow procedures that address patient confidentiality, identification of the client, and prevention counseling. Contractors must always provide positive HIV test results to patients in a face-to-face encounter with an immediate opportunity for counseling and referral to community support services. Test results must be provided by staff knowledgeable about HIV prevention and HIV testing. Clients whose risk assessment reveals high-risk behaviors should be provided directly, or referred for, more extensive risk reduction counseling by a DSHS HIV/STD Program trained risk reduction specialist. To find a DSHS HIV/STD Program contractor, visit the DSHS HIV/STD website.

Preconception Counseling
Preconception counseling is an integral part of a reproductive life plan and should be provided to patients who may become pregnant in the future. The counseling discussion should include the importance of a reproductive life plan with all family planning clients, providing preconception health services as a part of preventive health services, as appropriate.

For more information on Preconception Counseling see:

- DSHS Family Planning website;
- Some Day Starts Now campaign;
- Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs; and
- American Congress of Obstetricians and Gynecologists website.

Pregnancy Counseling
The visit should include a discussion about the client's reproductive life plan and a medical history that includes asking about any coexisting conditions (e.g., chronic medical illnesses, physical disability, and psychiatric illness).

Pregnancy counseling must be provided according to the needs of the client, as follows:

- Patients with positive pregnancy test results should be given information about good health practices during early pregnancy and provided or referred for a confirmatory physical assessment and prenatal care as soon as possible, preferably within 15 days.
- If ectopic pregnancy is suspected, the patient is referred for immediate diagnosis and treatment.
- Patients with positive pregnancy test results must be offered and, upon patient request, provided options counseling regarding prenatal care and delivery; infant care, foster care, or adoption. If requested, the contractor must provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant woman indicates she does not wish to receive such information and counseling. Counseling on abortion services is not a covered service.
- Patients with negative pregnancy test results must be offered and, upon patient request, provided information about the availability of contraceptive and infertility services, as appropriate.

Counseling Adolescents
Adolescents age 17 and younger must be provided individualized family planning counseling and medical services that meet their specific needs. Appointments

should be available to them for counseling and medical services as soon as possible. It is important not to assume that adolescents are sexually active simply because they have come for family planning services.

Contractors must address these issues in counseling adolescents:

- all methods of contraception, including abstinence;
- discussion about contraceptive options and safer sex practices that reduce risk for STI/HIV and pregnancy;
- identifying and resisting sexual coercion; and
- discussion about partner, dating, and/or family violence, as well as available resources and/or assistance.

Minors and Confidentiality

Except as permitted by law, a provider is legally required to maintain the confidentiality of care provided to a minor. Confidential care does not apply when the law requires parental notification or consent or when the law requires the provider to report health information, such as in the cases of contagious disease or abuse. The definition of privacy is the ability of the individual to maintain information in a protected way. Confidentiality in health care is the obligation of the health care provider not to disclose protected information. While confidentiality is implicit in maintaining a patient's privacy, confidentiality between provider and patient is not an absolute right.

The HIPAA privacy rule requires a covered entity to treat a “personal representative” the same as the individual with respect to uses and disclosures of the individual’s protected health information. In most cases, parents are the personal representatives for their minor children, and they can exercise individual rights, such as access to medical records, on behalf of their minor children (Code of Federal Regulations [45CFR164.504]).

For more information see:

Adolescent Health – A Guide for Providers.

REFERRAL AND FOLLOW-UP

Contractors should assist patients to meet all identified health care needs either directly or by referral. When services required as part of the family planning contract are to be provided by referral, the contractor must establish a written agreement with a referral resource for the provision of services and reimbursement of costs and assure that the patient is charged no more than the appropriately assessed fee.

Contractors must have written policies and procedures for follow-up on referrals that are made as a result of abnormal physical examination or laboratory test findings. These policies must be sensitive to patients’ concerns for confidentiality

and privacy and must be in compliance with state or federal requirements for transfer of health information. Before a delegate can consider a patient as 'lost to follow-up," the contractor must have at least three documented separate attempts to contact the patient.

For services determined to be necessary, but are not provided by the contractor, patients must be referred to other resources for care. Contractors are expected to have established communications with Federally Qualified Health Centers (FQHCs) or DSHS-funded organizations that provide primary care or breast cancer and cervical cancer services for referral purposes, if there are any such providers within their service area. Whenever possible, patients should be given a choice of referral resources from which to select. When a patient is referred to another resource because of an abnormal finding or for emergency clinical care, the contractor must:

- make arrangements for the provision of pertinent patient information to the referral resource (obtaining required patient consent with appropriate safeguards to ensure confidentiality – i.e., adhering to HIPAA regulations);
- advise patient about his/her responsibility in complying with the referral;
- follow up to determine if the referral was completed; and
- document the outcome of the referral.

Health services available through DSHS-funded organizations can be found by searching the DSHS Family & Community Health Services Clinic Locator.

Patients who have abnormal clinical breast exam (CBE) or cervical cytology findings may be scheduled to return for repeat exams if this is considered to be appropriate follow up by the clinician. For patients whose cervical cytology test or CBE results in an abnormal finding that requires referral for services beyond those available through family planning, contractors are encouraged, whenever possible, to refer to a DSHS Breast and Cervical Cancer Services (BCCS) contractor. In order to promote the most effective use of limited resources, family planning contractors' clinicians should be familiar with nationally recognized guidelines and algorithms describing recommended practice regarding abnormal cervical cytology and CBE results.

METHODS OF FERTILITY REGULATION

One of the goals of family planning is to assist patients to develop a reproductive life plan, which may involve avoiding or delaying pregnancy or achieving a desired pregnancy to reach her/his optimal family size. Contractors are expected to have multiple strategies available to patients within their family planning services.

In addition to patient counseling - **which would include abstinence from sexual intercourse, fertility awareness methods (FAM) (e.g., natural family planning), and postpartum lactational amenorrhea method (LAM)** - a broad range of Federal Drug Administration (FDA)-approved methods of contraception must be made available to the patient, either directly or by referral to another provider of contraceptive services. Having a broad range of contraceptive methods is central to client-centered care, a core aspect of providing quality services. Individual clients need to have a choice so they can select a method that best fits their particular circumstances. This is likely to result in more correct and consistent use of the chosen methods.

Not all brands of the different contraceptive methods need to be made available, but each numbered contraceptive method must be available on-site or by referral.

Most Effective

1. Contraceptive Implant (e.g., Nexplanon)
2. Intrauterine Devices (IUD) (e.g., Mirena, ParaGard, Skyla, Liletta)
3. Sterilization (male and female)

Moderately Effective

4. Contraceptive Injections (e.g., Depo-Provera)
5. Oral Contraceptive Pills
6. Transdermal Hormonal Contraceptive (e.g., the patch)
7. Vaginal Hormonal Contraceptive Ring (e.g., the ring)
8. Diaphragm

Least Effective

9. Cervical cap
10. Female condom
11. Male condom
12. Sponge
13. Vaginal spermicide
14. Withdrawal

Note: Provision of emergency contraceptive (EC/ECP) is not a covered service.

A visual depiction of contraceptive methods arranged in order of typical effectiveness can be found on the CDC website.

LARC (IUDs and implants) have definite benefits related to contraceptive efficacy, patient convenience, and long term costs. Contractors should discuss and offer these methods for consideration to all women and adolescents, as medically appropriate. As with all methods, the patient's preference after

receiving unbiased, factual, nondirective education should be respected. For more information on LARC methods, see:

- ACOG Long Acting Reversible Contraception Program;
- LARC First; and
- Bedsider.

Contractors that have a Class D Pharmacy should offer the full range of available contraceptive methods on-site.

The table below outlines which contraceptive methods must be provided on-site based on access to a Class D Pharmacy.

Methods Provided On-Site	Class D Pharmacy	Class D Pharmacy Exemption
Anti-infectives for the treatment of STI	✓	
Barrier methods and spermicides	✓	✓
Injectable hormonal contraceptives	✓	✓
Oral contraceptives	✓	
Sexual abstinence education and counseling	✓	✓
Transdermal hormonal contraceptive (patch) and/or vaginal hormonal contraceptive (ring)	✓	

A specific contraceptive method that requires additional clinical expertise outside the training of the Family Planning Contractor Clinicians (i.e. sterilization) may be provided by referral. If a contractor provides a method or service by referral, the method or service must be provided to patients at the referral site at no fee or at the same discounted client fee that would be charged if the method or service were provided on-site. The referring site must have a written agreement with the referral site to provide the method or service to patients under this condition.

Sterilization procedures, when performed or arranged for by the contractor, must be in compliance with consent requirements for sterilization of persons in federally assisted family planning projects. The federally mandated consent form is necessary for both abdominal and trans-cervical sterilization procedures in women and vasectomy in men.

Contractors may develop a written policy related to provision of the more expensive contraceptive methods (excluding oral contraceptives) that establishes a process for prioritizing patients to whom these methods would be made available. Examples of methods that would require a policy are sterilization surgery, IUD, and/or implant. A patient who is not offered a more expensive method, according to the policy, still must have access to a range of available methods to meet the individual needs of the patient. For some patients a longer

duration method, such as the contraceptive implant or an IUD, would be an acceptable alternative to sterilization.

Note: Abortion is not considered a method of family planning and no state funds appropriated to the department shall be used to pay the direct or indirect costs (including overhead, rent, phones and utilities) of abortion procedures provided by contractors.

Contractors should make **basic infertility services** available on-site to women and men desiring such services and have a written policy addressing infertility services. Basic services include initial infertility interview, education, physical examination, counseling, and appropriate referral. For information on basic infertility services see the MMWR Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs, *Basic Infertility Services*.

PROTOCOLS, STANDING DELEGATION ORDERS, AND PROCEDURES

Contractors that provide clinical services must develop and maintain written clinical protocols and standing delegation orders (SDOs) in compliance with statutes and rules governing medical and nursing practice and consistent with national evidence-based clinical guidelines. When DSHS revises a policy, contractors need to incorporate the revised policy into their written protocols, SDOs, and procedures.

Protocols

Contractors that employ Advanced Practice Nurses or Physician Assistants must have written protocols to delegate authorization to initiate medical aspects of patient care. The protocols need not describe the exact steps that an advanced practice nurse or a physician assistant must take with respect to each specific condition, disease, or symptom. **The protocols must be reviewed, agreed upon, signed, and dated by the supervising physician and the physician assistant and/or advanced practice nurse, at least annually, and maintained on-site**.

Standing Delegation Orders

Contractors that employ unlicensed and licensed personnel, other than advanced practice nurses or physician assistants, whose duties include actions or procedures for a patient population with specific diseases, disorders, health problems or sets of symptoms, must have written SDOs in place. SDOs are distinct from specific orders written for a particular patient. SDOs are instructions, orders, rules, regulations or procedures that specify under what set of conditions and circumstances actions should be instituted. The SDOs delineate under what set of conditions and circumstances an RN, LVN, or non-licensed healthcare provider (NLHP) actions or tasks may be initiated in the clinical setting, and

provide authority for use with patients when a physician or advance practice provider is not on the premises, and or prior to being examined or evaluated by a physician or advanced practice provider. Example: SDO for assessment of Blood Pressure/Blood Sugar which includes an RN, LVN or NLHP that will perform the task, the steps to complete the task, the normal/abnormal range, and the process of reporting abnormal values. Other applicable SDOs when a physician is not present on-site may include, but are not limited to:

- obtaining a personal and medical history;
- performing an appropriate physical exam and the recording of physical findings;
- initiating/performing laboratory procedures;
- administering or providing drugs ordered by voice communication with the authorizing physician;
- providing pre-signed prescriptions for :
    - oral contraceptives;
    - diaphragms;
    - contraceptive creams and jellies;
    - topical anti-infective for vaginal use;
    - oral anti-parasitic drugs for treatment of pinworms;
    - topical anti-parasitic drugs; or
    - antibiotic drugs for treatment of STI/STDs.
- handling medical emergencies – to include on-site management as well as possible transfer of client;
- giving immunizations; or
- performing pregnancy testing.

The SDOs must be reviewed, signed, and dated by the supervising physician who is responsible for the delivery of medical care covered by the orders and other appropriate staff, at least annually and maintained on-site.

Patient Education
In addition to the above, contractors must have written plans for patient education that include goals and content outlines to ensure consistency and accuracy of information provided. Plans for patient education must be reviewed and signed by the Medical Director.

Resources
Requirements addressing scope of practice and delegation of medical and nursing acts can be accessed at the following websites: Texas Medical Board; and Board of Nurse Examiners for the State of Texas.

Rules that are most pertinent to this topic are:
- Texas Administrative Code, Title 22, Part 9, Chapter 193;

- Texas Administrative Code, Title 22, Part 11, Chapters 221 and 224; and
- Texas Administrative Code, Title 22, Part 9, Chapter 185 (Physician Assistant Scope of Practice).

EMERGENCY RESPONSIVENESS

Contractors must be adequately prepared to handle clinical emergency situations, as follows:

- There must be a written plan for the management of on-site medical emergencies, emergencies requiring ambulance services and hospital admission, and emergencies requiring evacuation of the premises.

- Each site where sterilization procedures are performed must have an arrangement with a licensed facility for emergency treatment of any surgical complication. If sterilization procedures are performed in a freestanding surgical care center or on an inpatient basis in a hospital, Medicare standards applicable to the facility and staff must be met.

- Each site must have staff trained in basic cardiopulmonary resuscitation (CPR) and emergency medical action. At least one staff trained in basic CPR must be present during all hours of clinic operation.

- There must be written protocols to address vaso-vagal reactions, anaphylaxis, syncope, cardiac arrest, shock, hemorrhage, and respiratory difficulties.

- Each site must maintain emergency resuscitative drugs, supplies, and equipment appropriate to the services provided at that site and appropriately trained staff when patients are present.

- Documentation must be maintained in personnel files that staff has been trained regarding these written plans or protocols.

PROGRAM PROMOTION and OUTREACH

Contractors must promote their primary health care program and provide outreach within the community in order to:

- inform the public of the purpose of the program and available services;
- disseminate basic family planning and primary health care knowledge;
- enlist community support; and
- attract potential clients.

To help facilitate community awareness of and access to family planning and primary health care services, contractors should establish and implement planned community activities to promote their programs.

Contractors should consider a variety of program promotion and client outreach strategies in accordance with organizational capacity, availability of existing resources and materials, and the needs and culture of the local community. In order to gauge the efficacy of program promotion and client outreach activities, contractors must:

- develop an annual primary health care program promotion and client outreach plan that includes a minimum of 6 outreach/promotion activities for the year;
- regularly monitor plan implementation;
- evaluate the plan on an annual basis; and
- modify program promotion and outreach activities, as needed.

Contractors must submit a one-page Program Promotion Plan for the fiscal year within forty-five (45) days of the contract start date. The plan should describe the agency's outreach and marketing strategy, and include a description of planned activities to reach potential family planning clients. Contractors must submit a quarterly Family Planning Program Promotion/Outreach Progress Report to: famplan@dshs.state.tx.us.

Due dates:

- 10/15/2015 – Initial one-page Program Promotion Plan
- 12/31/2015 – 1st quarter Program Promotion Progress Report
- 03/31/2016 – 2nd quarter Program Promotion Progress Report
- 06/30/2016 – 3rd quarter Program Promotion Progress Report
- 08/31/2016 – 4th quarter Program Promotion Progress Report

Section III
Reimbursement, Data Collection and Reporting

Purpose: Section III provides policy requirements for submitting reimbursement, data collection, and required reports.

MEDICAID PROVIDER ENROLLMENT

DSHS Family Planning contractors are required to enroll as Medicaid (Title XIX) providers with TMHP. The Family Planning contractor must complete the required Medicaid provider enrollment application forms and enter into a written provider agreement with the HHSC, the single state Medicaid agency. TMHP Provider Enrollment supplies these forms.

Family Planning agencies are not required to enroll as a Physician Group, which includes an application for Performing Provider number. To enroll as a family planning agency, all that is required is a supervisory practitioner. The supervisory practitioner may be a physician or nurse practitioner, and it may be the same person for all clinic sites. Changes in supervisory practitioner must be reported in writing to TMHP. An application must be submitted for the new supervisory practitioner.

When enrolling as a Title XIX provider, Clinical Laboratory Improvement Amendments (CLIA) information must be provided. For public health agencies that provide limited numbers of tests, one CLIA certificate is all that is required for all clinics.

Provider Identifiers
When a contractor's Medicaid application is approved, TMHP assigns the contractor a nine-digit Texas Provider Identifier (TPI). **Contractors must have a unique TPI for each clinical service site.**

Contractors must submit claims to TMHP using the billing TPI where clinical services are rendered. Contractors must not provide family planning clinical services at one clinic site and bill those services to TMHP using the TPI of a different clinic site. If an additional TPI clinic site is required, providers must contact TMHP and complete the enrollment process.

The TPI is used in conjunction with a National Provider Identifier (NPI) to identify the provider for claims processing. An NPI is a 10-digit number assigned randomly by the National Plan and Provider Numeration System (NPPES). Contractors may apply for an NPI at the NPPES website.

When a provider obtains their NPI they are required to attest to NPI data for each of their current TPI. For more information on NPI and the attestation process please visit the TMHP website.

Texas Medicaid & Healthcare Partnership and Compass 21
DSHS Family Planning Program claims are submitted to TMHP. TMHP processes claims using Compass 21, an automated claims processing and reporting system. Claims are subject to the following procedures:

- Claims are verified through a series of program edits and audits.

- Contractors receive an explanation of each payment or denial. The explanation is called the Remittance and Status (R&S) report, which contractors may access electronically through the TMHP website. The report identifies paid, denied, or pending claims. If no claim activity or outstanding account receivable exists during the time period, the contractor will not receive an R&S for the week.

Texas Medicaid Provider & Procedures Manual
The *Texas Medicaid Provider & Procedure Manual* (TMPPM) includes information related to DSHS Family Planning Program claims submission such as:

- Funding sources;
- Claim billing instructions for family planning and third-party insurance;
- Sterilization consent form instructions;
- Use of the 2017 Claim Form;
- Filing deadlines;
- Claim appeals;
- Family Planning Program information;
- Diagnosis and procedure codes;
- Contraceptive devices and related procedures;
- Drugs and supplies;
- Medical counseling and education;
- Sterilization and sterilization-related procedures; and
- Additional filing resources.

In addition, Medicaid bulletins and R&S banner messages provide up-to-date claims filing and payment information. The R&S banner messages, and the TMPPM are all available on the TMHP website.

REIMBURSEMENT FOR FAMILY PLANNING SERVICES

Family planning contractors may seek reimbursement for project costs using one or two methods.

a) Contractors may submit monthly vouchers for expenses outlined in a categorical budget approved by DSHS, as required for the categorical cost reimbursement method, and/or

b) Contractors may be reimbursed using the fee-for-service reimbursement method, by submitting monthly claims to TMHP for services rendered.

Contractors may designate up to 50% of their total award on a categorical cost reimbursement basis. The remaining portion of their award will be paid on a fee-for-service basis. Contractors may designate up to 100% of their total award on a fee-for-services basis.

Categorical Reimbursement
The categorical portion of the DSHS Family Planning Program funding is used to develop and maintain contractor infrastructure for the provision of family planning services. The funding can be used to support clinic facilities, staff salaries, utilities, medical and office supplies, equipment, and travel, as well as direct medical services. Costs may be assessed against any of the following categories the contractor identifies during their budget development process:

- Personnel;
- Fringe Benefits;
- Travel;
- Equipment and Supplies;
- Contractual;
- Other; and
- Indirect Costs.

Up to 50% of the DSHS Family Planning Program funds may be disbursed to contractors through a voucher system as expenses are incurred during the contract period. Program income must be expended before categorical funds are requested through the voucher process. Contractors must still submit vouchers monthly even if program income equals or exceeds program expenses, or if the contract reimbursement limit has been met. When program expenses exceed program income, the monthly voucher will result in a payment. Program income includes all fees paid by the clients, third party reimbursements from Medicaid, TWHP, Medicare, commercial insurance payments, and DSHS family planning fee-for-service.

To request reimbursement for the categorical contract, the following forms must be submitted monthly within **30 days following the end of the month in which the costs were incurred**:

- State of Texas Purchase Voucher (DSHS Form B-13);
- Supporting Schedule for DSHS Family Planning Reimbursement Vouchers (Form B-13X)

The following forms must be submitted within **60 days following the end of the contract term**:

- Final State of Texas Purchase Voucher (DSHS Form B-13)

- Supporting Schedule for DSHS Family Planning Reimbursement Vouchers (Form B-13X).

The Client Services Contracting Unit (CSCU) website provides necessary financial forms. For questions concerning budget and financial reporting contact the Contract Oversight and Support Branch (COS) at 512-776-7484.

Fee-for-Service Reimbursement
The fee-for-service portion of the DSHS Family Planning Program funding pays for direct medical services on a fee-for-services basis. Up to 100% of the DSHS family planning funds may be reimbursed on a fee-for-service basis. Each provider is responsible for determining an individual's eligibility for clinical services. The DSHS Family Planning Program reimburses contractors on a fee-for-service basis for services and supplies that have been provided to eligible clients. DSHS Family Planning Program contractors must continue to provide services to established clients and to submit and appeal claims for client services even after the contract funding limit has been met.

All contractors are required to use the 2017 Claim Form for submission of all DSHS Family Planning Program services to TMHP. A copy of the 2017 Claim Form is available from the TMHP webite. The TMPPM provides detailed instructions of how to complete the form, including required fields.

DSHS Family Planning Program claims or appeals must be filed within certain timeframes:

- Initial claims submission: Submitted within 95 days of the date of service on the claim or date of any third party insurance explanation of benefit (EOB). If the 95th day falls on a weekend or holiday, the filing deadline is extended until the next business day.

- Appeals: Submitted within 120 days of the date on the R&S Report on which the claim reaches a finalized status. If the 120th day falls on a weekend or holiday, the filing deadline is extended until the next business day. If the claim is denied for late filing due to the initial submission deadline, documentation of timely filing must be submitted along with the claim appeal. Refer to the TMPPM for further information.

- All claims and appeals must be submitted and processed within 60 days after the end of the contract period.

- All claims must continue to be billed and denied claims appealed even after the contract funding limit has been met.

DSHS Family Planning Program contractors may contact the TMHP Contact Center from 7:00 a.m. to 7:00 p.m. (CST), Monday through Friday at 800-925-9126 for questions about claims and payment status.

Rate Reduction of 7%
The DSHS Budget Reduction was directed to implement a 7% reduction in reimbursement rates effective September 1, 2011. The CPT code reimbursement rates will remain the same and the 7% reduction will be taken from the total amount to be reimbursed. This reduction will not change the contract amount.

DSHS Family Planning Program Procedure Codes
DSHS Family Planning Program reimbursement is limited to a prescribed set of procedure codes approved by DSHS. For a complete list of valid DSHS Family Planning Program procedures see Appendix A.

DSHS Family Planning Program contractors may submit claims for clients' office visits that reflect four different levels of service for **new** clients, and four different levels of service for **established** clients. A new client is defined as one who has not received clinical services at the contractor's clinic(s) during the previous three years. The level of services, which determines the procedure code to be billed for that client visit, is indicated by a combination of factors such as the complexity of the problem addressed and the time spent with the client by clinic providers. The American Medical Association (AMA) publishes materials related to Current Procedural Terminology (CPT) ® coding that include guidance on office visit codes (Evaluation and Management Services – E/M).

Medroxyprogesterone Acetate Injection Fee
Providers may not bill a lower complexity office visit code (99211/99212) when the primary purpose is for the client to receive an injection of Medroxyprogesterone acetate (Depo-Provera/DMPA/depo) injection; rather, they should bill the injection fee (96372) with the Depo-Provera contraceptive method (J1050).

The Texas Women's Health Program (TWHP) may reimburse for treatment of some sexually transmitted infections and diseases (STDs).
TWHP reimbursement for treatment of STDs is available only if the condition was discovered during a visit where the primary purpose was the client's family planning needs, i.e., contraception or contraceptive counseling.

- TWHP covers treatment for the following conditions:
  - Gardnerella
  - Trichomoniasis
  - Candida
  - Chlamydia
  - Gonorrhea

  - Herpes
- Procedure codes for STD treatment have not been added as valid TWHP procedure codes, with the exception of gonorrhea. The gonorrhea treatment procedure code is J0696. Clients can access all other prescribed drugs for STD treatment through pharmacies that are enrolled in the Texas Vendor Drug Program (VDP).
- For more information, call the TMHP Contact Center at 800-925-9126.

Electronic Claims Submission
All DSHS Family Planning Program contractors are strongly encouraged to submit claims electronically. TMHP offers specifications for electronic claims formats. These specifications are available from the TMHP Provider Portal and relate the paper claim instruction to the electronic format. Contractors may use their own claims filing system, vendor software, or TexMedConnect (a free Web-based claims submission tool available through the TMHP website) for submission of electronic claims. For more information concerning electronic claims submission, contractors may contact the TMHP Electronic Data Interchange (EDI) Help Desk at 512-514-4150 or 888-863-3638. Additional information may be found on the TMHP website.

TWHP Claims Pending Eligibility Determination
To verify an applicant's TWHP eligibility:

- Clients will be issued a Your Texas Benefits card with "TWHP" printed in the upper right corner.
- Clients should show their Your Texas Benefits card at the point of service delivery.
- Even with this, though, providers will need to verify the client's eligibility. Providers can do this by going to www.YourTexasBenefitsCard.com. Or, providers can continue to call TMHP at 1-800-925-9126 or go to TexMedConnect on the TMHP website and check the member's Medicaid ID number (PCN).

Contractors must hold claims up to 35 calendar days for clients who have applied to the TWHP. If a client's TWHP eligibility has not been determined after 35 calendar days, the contractor may bill the service to the DSHS Family Planning Program if the client has a current eligibility form on file. If the contractor files a DSHS Family Planning Program claim for a potentially TWHP-eligible client before the end of the 35 day waiting period, the contractor should include a copy of the TWHP denial letter in the client record before filing the claim or encounter. After 35 days, the contractor does not have to document in the client record that they checked for the TWHP eligibility or include a copy of the TWHP denial letter in the client record before filing a DSHS Family Planning Program claim.

STERILIZATION BILLING/REPORTING

DSHS Family Planning Program contractors receive reimbursement for vasectomy or tubal ligation sterilization procedures as part of their family planning services. Reimbursement is paid under a global fee and covers all costs associated with the procedure - office visits, lab tests, surgery costs, anesthesia, and follow-up procedures/tests. The client may not be billed for any cost above the reimbursement rate. Client co-pays for sterilizations must follow the contractor's established co-pay policy and may not exceed the allowable amount.

Contractors shall expend no more than 15% of their combined DSHS Fee-for-Service and DSHS Categorical contract amounts on female sterilizations as a part of this contract.

Allowable sterilization codes, descriptions, and reimbursement amounts are as follows:

55250	Male sterilization, Vasectomy, global fee
58565	Female sterilization, hysteroscopy with bilateral fallopian tube cannulation and placement of permanent implants to occlude the fallopian tubes
58600	Female sterilization, Fallopian tube transection, blocking, or other procedure, global fee

Conditions for Sterilization Procedures

Clients receiving a vasectomy or tubal ligation sterilization procedure must:

- be twenty-one years of age or older;
- be mentally competent; clients are presumed to be mentally competent unless adjudicated incompetent for the purpose of sterilization;
- not be institutionalized in a correctional facility, mental hospital, or other rehabilitative facility;
- not give consent in labor or childbirth; and
- not give consent if under the influence of alcohol or drugs.

Waiting Period

- Family Planning contractors may provide sterilization services to their clients after a waiting period of 30 days.

- Sterilization may be performed in less than 30 days but more than 72 hours after the date of the individual's signature on this consent form in the following two instances:

- Premature delivery. Individual's expected delivery date must be completed on sterilization consent form; or

- Emergency abdominal surgery. Individual's circumstances must be described on sterilization consent form.

The consent for sterilization is valid for 180 days from the date of the client's signature.

Sterilization Consent Form
The TMPPM provides both an English and Spanish version of the Sterilization Consent Form to be used by DSHS Family Planning Program contractors. The form may be copied for use and contractors are encouraged to frequently re-copy the original form to ensure legible copies and to expedite consent validation. The TMPPM also includes detailed instructions for the completion of the Sterilization Consent Form. For more information regarding the Sterilization Consent Form and Instructions please see Section II, Chapter 2 in this manual.

Sterilization Complications
Contractors may request reimbursement for costs associated with patient complications related to sterilization procedures. Contractors may be reimbursed for approved charges up to $1,000 per occurrence. To request reimbursement contractors should provide the DSHS Family Planning Program with the following information:

- A copy of the R&S report showing that a sterilization procedure was performed on the client in question;

- A narrative summary detailing the procedure performed and any related complications;

- All surgical and progress notes for the client related to the complications of the sterilization procedure;

- The initial operative report for the sterilization surgery; and

- A completed paper 2017 Claim Form detailing the procedures for which the contractor is seeking reimbursement (list all procedures related to the complication even if they are not typically reimbursable under the DSHS Family Planning Program).

IUD AND CONTRACEPTIVE IMPLANT COMPLICATIONS

Contractors may request reimbursement for costs associated with patient complications related to IUD or Contraceptive Implant insertions or removals.

Contractors may be reimbursed for approved charges up to $1,000 per occurrence. To request reimbursement contractors should provide the DSHS Family Planning Program with the following information:

- A copy of the R&S report showing that an IUD or Contraceptive Implant insertion or removal procedure was performed on the client in question;
- A narrative summary detailing the procedure performed and any related complications;
- All surgical and progress notes for the client related to the complication of the IUD or Contraceptive Implant insertion or removal procedure; and
- A completed paper 2017 Claim Form detailing the procedures for which the contractor is seeking reimbursement (list all procedures related to the complication even if they are not typically reimbursable under the DSHS Family Planning Program).

RETROACTIVE ELIGIBILITY

Title XIX Retroactive Eligibility

Retroactive eligibility occurs when an individual has applied for Medicaid coverage but has not yet been assigned a Medicaid client number at the time of service. Individuals who are eligible for Title XIX (Medicaid) medical assistance receive three months prior eligibility to cover any medical expenses incurred during that period.

DSHS Family Planning Program Retroactive Eligibility

Any co-pay collected from a client found to be eligible retroactively for Medicaid must be refunded to the client. If a claim has been paid and later the client receives retroactive Title XIX (Medicaid) eligibility, TMHP recoups/adjusts the funds paid from the DSHS Family Planning Program and processes the claim as Title XIX. A DSHS Family Planning Program accounts receivable (A/R) is then established for the adjusted claim.

Note: Contractors are responsible for paying DSHS back the amount of any DSHS Family Planning Program A/R balance that may remain at the end of a state fiscal year.

The contractors' DSHS Family Planning Program R&S Report(s) will reflect the retroactive Title XIX adjustment with EOB message "Recoupment is due to Title XIX retro eligibility."

Assistance on reconciling R&S reports may be provided through the TMHP Contact Center from 7:00 a.m. to 7:00 p.m. CST, Monday through Friday at 800-925-9126. A TMHP Provider Relations representative is also available for these

specific questions, as a representative can be located by region on the TMHP website.

Performing Provider Number and Retroactive Eligibility
DSHS Family Planning claims do not require a performing provider number for reimbursement. However, if a Title XIX retroactive eligibility claim does not have a performing provider number in a TPI format, TMHP will deny the services. A common EOB message for this specific denial is *EOB 00118: Service(s) require performing provider name/number for payment.* A request for reconsideration of claim reimbursement may be sent to TMHP through the appeal methods.

Note: The performing provider number requirement applies to all Title XIX submissions.

Claims Submitted with Laboratory Services
If a Title XIX retroactive eligibility claim includes laboratory services and the DSHS Family Planning Program contractor is not CLIA certified for the date of service on the claim, TMHP will deny the laboratory services. The Title XIX R&S report will reflect *EOB 00488 message: "Our records indicate that there is not a CLIA number on file for this provider number or the CLIA is not valid for the dates of services on the claim".*

When this occurs, the laboratory that performed the procedure(s) is responsible for re-filing laboratory charges with TMHP to receive Title XIX reimbursement. For claims past the 95-day filing deadline, the laboratory will be required to follow their Medicaid appeals process. DSHS contractors must make arrangements with their contracted laboratory to recoup any funds paid to the laboratory for lab services for DSHS Family Planning Program clients prior to Title XIX retro eligibility determination.

Patient Co-Pays
Title XIX does not allow providers to collect co-pays. DSHS family planning contractors must refund any co-pay collected if the client services were billed to Title XIX.

Also see Section II, Chapter 1 for DSHS Family Planning Program for co-pay guidelines.

Note:
Contractors who have expended their awarded funds must continue to serve their existing eligible clients per the Family Planning policy. It is allowable to obtain other funding to pay for these services as well as continue to charge co-pay per policy. This funding should be recorded as program income for the family planning contract.

BILLING FOR ADDITONAL WRAP-AROUND SERVICES

TWHP Clients

To receive DSHS Family Planning Program reimbursement for wrap-around services provided to a TWHP client, a separate DSHS Family Planning claim for the client must be filed, listing only the codes for the wrap-around services.

The following procedure codes are the only codes billable to the DSHS Family Planning Program as wrap-around services:

A9150	Non Prescription Drug
J3490	Unclassified Drug

No other procedure codes, including visit codes, should be included in the DSHS Family Planning Program wrap-around services claim submission.

The following services are also billable for TWHP clients when the primary diagnosis is not contraceptive related:

- Follow-up Pap Test
  - Contractors must file a separate DSHS Family Planning Program claim with a diagnosis code of 622.9. Contractors may be reimbursed for the Pap test, the appropriate counseling code, and the appropriate visit code.

- STD/STI Testing
  - Contractors must file a separate DSHS Family Planning Program claim with a diagnosis code of V01.6. Contractors may be reimbursed for STD/STI tests and STD/STI related services.

- Pregnancy Testing
  - Contractors must file a separate DSHS Family Planning Program claim with a diagnosis code of V72.40.

Medicaid and Emergency Medicaid Clients

The wrap-around process also includes reimbursement for post-partum female sterilizations and long acting reversible contraception (LARC) for Medicaid and Emergency Medicaid clients, as long as the client will also be eligible for the DSHS Family Planning Program at the time of delivery and has signed the Sterilization Consent Forms (as applicable) within the appropriate timeframe. The contractor is responsible for developing a process to determine DSHS Family Planning Program eligibility.

The procedure codes for post-partum LARC and female sterilizations are as follows:

J7300 Copper intrauterine contraceptive
J7301 Levonorgestrel-Releasing intrauterine contraceptive system (SKYLA, 13.5 mg)
J7302 Levonorgestrel intrauterine contraceptive (Mirena, 52 mg)
J7307 Implantable contraceptive capsule
11981 Non biodegradable drug delivery implant insertion
58300 Insertion of intrauterine device
58565 Female sterilization, hysteroscopy with bilateral fallopian tube cannulation and placement of permanent implants to occlude the fallopian tubes
58600 Female sterilization, Fallopian tube transection, blocking, or other procedure, global fee

To receive DSHS Family Planning Program reimbursement for sterilizations and LARCs for Medicaid and Emergency Medicaid clients, contractors must file a separate DSHS Family Planning Program claim with one of above-listed procedure codes.

DONATIONS

Voluntary donations from clients are permissible. However, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. Donations are considered program income per specification of contract general provisions. All donations must be documented by source, amount, and date they were received by the contractor. Contractors must have a written policy on the collection of donations. Client donations collected by the contractor must be utilized to support the delivery of family planning services.

ADDITIONAL RESOURCES

The Financial Administrative Procedures Manual for DSHS Contractors provides DSHS contractors with a comprehensive guide on basic accounting and financial management system requirements.

REQUIRED REPORTS

Financial Reporting

VOUCHER AND REPORT SUBMISSION – Categorical

PROGRAM INFORMATION:
Program Name: Family Planning
Contract Type: Categorical
Contract Term: September 1st thru August 31st

VOUCHER: Voucher 1
Voucher Name: State of Texas Purchase Voucher-Form B-13
Submission Date: By the last business day of the following month. Final voucher due within 45 days after end of the contract term.
Submit Copy to:

Name of Unit/Branch	Original Signature Required Yes	Original Signature Required No	Accepted Method of Submission	# Copies
Contract Development & Support Branch (CDSB)		X	Email (preferred), or Fax	1
Accounting Section/Claims Processing Unit (CPU)		X	Email (preferred), or Fax	1

Instructions: Attach B-13X to voucher form B-13 for CDSB and CPU.

NOTE: Vouchers must be submitted each month even if there are zero expenditures. Vouchers must still be submitted each month for actual expenditures of the program even if the contract limit has been reached.

VOUCHER: Report 1--Supporting
Report Name: Supporting Schedule for Family Planning Reimbursement Vouchers Form B-13X in Excel format
Submission Date: By the last business day of the following month. Final B-13X due within 45 days after end of the contract term.
Submit Copy to:

Name of Unit/Branch	Original Signature Required Yes	Original Signature Required No	Accepted Method of Submission	# Copies
Contract Development & Support Branch (CDSB)		X	Email (preferred), or Fax	1
Accounting Section/Claims Processing Unit (CPU)		X	Email (preferred), or Fax	1

Instructions: Attach B-13X to B-13 for CDSB and CPU.

REPORT: Report 1

Report Name: Financial Status Report Form 269A

Submission Date: Quarterly, Sept 1-Nov 30, Dec 1-Feb 28, Mar 1-May 31, and June 1-Aug 31. Submit 30 days after the end of each quarter. The final quarterly FSR is due 45 days after the end of the contract term. The final quarter report includes all final charges and expenses associated with the program contract. Mark it as "Final".

Submit Copy to:

Name of Unit/Branch	Original Signature Required		Accepted Method of Submission	# Copies
	Yes	No		
Contract Development & Support Branch (CDSB)	X		Email (preferred), or Fax	1
Accounting Section/Claims Processing Unit (CPU)	X		Email (preferred), or Fax	1

Instructions: Form 269A must have an original signature (scanned email or fax accepted).

Email Addresses:	CDSB	cdsb@dshs.state.tx.us
	CPU	invoices@dshs.state.tx.us
Fax Numbers:	CDSB	(512) 776-7521
	CPU	(512) 776-7442
Mail Codes:		Please use mail codes on all mail coming into DSHS to ensure accurate delivery.
	CDSB	Mail code 1914
	CPU	Mail code 1940
Mailing Address for CDSB:		Contract Development & Support Branch, Mail Code 1914 Department of State Health Services P.O. Box 149347 Austin, TX 78714-9347

Last Updated/Reviewed: 6/11/2015

PROGRAM INFORMATION:
Program Name: Family Planning
Contract Type: Fee-for-Service (File Furnished Voucher thru TMHP TexMed Connect/Compass 21)
Contract Term: September 1st thru August 31st

CLAIMS SUBMISSION INFORMATION:
Claims Submission Form: 2017 Claim Form--File Furnished Voucher thru TMHP TexMed Connect/Compass 21
Claims Filing Deadline: Within 95 days from date of service or date of 3rd party insurance EOB form. Within 45 days after the end of the contract term.
Claims Submission Entity: Texas Medicaid Healthcare Partnership/Compass 21

NOTE: Claims must continue to be submitted to TMHP TexMed Connect/Compass 21 even if the contract limit has been reached.

NOTE: Appeals must be submitted within 120 days of rejection during the contract term. All appeals must be submitted and finalized within 45 days after the end of the contract term.

REPORT: Report 1
Report Name: Financial Reconciliation Report (FRR)
Submission Date: No later than 60 days after the end of the contract term
Submit Copy to:

Name of Unit/Branch	Original Signature Required Yes	Original Signature Required No	Accetped Method of Submission	# Copies
Contract Development & Support Branch (CDSB)	X		Email (preferred), or Fax	1

Instructions: FRR form does require a signature (scanned or fax accepted), and needs to only be sent to CDSB.

Email Addresses:	CDSB	cdsb@dshs.state.tx.us
Fax Numbers:	CDSB	(512) 776-7521
Mail Codes:	CDSB	Please use mail codes on all mail coming into DSHS to ensure accurate delivery. Mail code 1914
Mailing Address for CDSB:		Contract Development & Support Branch, Mail Code 1914 Department of State Health Services P.O. Box 149347 Austin, TX 78714-9347

Last Updated/Reviewed: 6/11/2015

Financial Status Reports (FSRs) for Categorical Family Planning Contracts
The DSHS Family Planning Program operates using a "Total Budget Concept." This means that all funding programs that are included in the contractor's approved budget (Medicaid, patient fees/co-pays, in-kind donations, and other funds) become part of the family planning project. All revenue directly generated by or earned as a result of the project is considered program income, including family planning fee-for-service. Categorical family planning contractors are required to identify and report receipt and expenditure of program income both quarterly and annually on the FSR Form 269A. See Quarters for Categorical FSR submission below. Program income generated under the categorical contract must be expended prior to receiving reimbursement for program costs. The quarterly reports are due 30 days following the end of each quarter of the contract term. The final FSR, 269A, is due within 45 days after the end of the contract term, unless stipulated differently in the contract attachment following the end of the contract term. DSHS reserves the right to base funding levels, in part, upon the contractor's proficiency in identifying, billing, collecting, and reporting income, and in utilizing it for the delivery of family planning services. For more information on financial reporting, see the DSHS Client Services Procurement website.

Quarters for Categorical FSR submission:
Quarter 1: September – November 2015
Quarter 2: December 2015 – February 2016
Quarter 3: March – May 2016
Quarter 4: June – August 2016

Family Planning Categorical Budget Revisions – Contractors may shift up to 25% of their total family planning categorical direct budget between categories, except equipment, without prior approval. However, if the amount being shifted is greater than 25% of the contractor's total budget, the contractor must receive prior approval from DSHS. In such a case, contractors are required to submit a revised budget for review.

Programmatic Reporting

Progress Reports – All family planning contractors must complete annual progress reports on project performance measures and/or objectives established in the contractor's application. Progress report due dates will be established during contract negotiations.

Section IV
Appendices

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

OFFICE VISIT	
99201	Office Visit. New Client. Problem focus. Straightforward decision-making.
99202	Office Visit. New Client. Expanded problem focus. Straightforward medical decision-making.
99203	Office Visit. New Client. Detailed history/exam. Low complexity decision-making.
99204	Office Visit. New Client. Comprehensive history/exam. Moderate complexity decision-making.
99211	Office Visit. Established Client. Minor problem focus. Straightforward decision-making.
99212	Office Visit. Established Client. Problem focus. Straightforward decision-making.
99213	Office Visit. Established Client. Expanded problem focus. Low complexity decision-making.
99214	Office Visit. Established Client. Detailed history/exam. Moderate complexity decision-making.
RADIOLOGY	
73060	Radiologic Examination; Humerus, Minimum of Two Views
74000	X-ray, abdomen, single a/p view
74010	X-ray, abdomen, a/p and additional views
76830	Ultrasound, transvaginal
76856	Ultrasound, pelvic, non-obstetric
76857	Ultrasound, pelvic, non-obstetric, limited or follow-up
76881	Ultrasound, extremity, nonvascular, real-time with image documentation, complete
76882	Ultrasound, extremity, nonvascular, real-time with image documentation, limited, anatomic specific

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

MEDICATION AND IMMUNIZATION	
A9150	Non-Rx drugs – Use FP modifier w/ code
J3490	Injection Medication for STD or G/U infection
S5000	Oral prescription medication, generic
90460	IM admin 1st/only component
90471	Immunization admin
90649	HPV vaccine 4 valent, IM
90650	HPV vaccine 2 valent, IM
CONTRACEPTIVE METHOD	
H1010	Instruction, NFP
A4261	Cervical cap
A4266	Diaphragm
57170	Diaphragm or cervical cap fitting w/ instructions
A4267	Condom, male, each
A4268	Condom, female, each
A4269	Spermicide (e.g., foam, gel) each, 6 suppositories or film are quantity of 1
S4993	Oral contraceptive pills, one cycle/ECP
J7300	Copper intrauterine contraceptive
J7301	Skyla IUD (13.5 mg Levonorgestrol intrauterine contraceptive)
J7302	Levonorgestrel-releasing intrauterine contraceptive system
58300	Insertion of intrauterine device
58301	Removal of intrauterine device
J1050	Medroxyprogesterone acetate for contraceptive use, injection
96372	Injection fee, Medroxyprogesterone acetate
J7303	Vaginal ring, each
J7304	Contraceptive patch, each
J7307	Implantable contraceptive capsule
11976	Removal, implantable contraceptive
11981	Non-biodegradable drug delivery implant insertion

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DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

LABORATORY	
80061	Lipid profile w/ cholesterol
81000	Urinalysis, by dipstick or tablet, non-automated, with microscopy
81001	Urinalysis, by dipstick or tablet, automated, with microscopy
81002	Urinalysis, dipstick or tablet, nonautomated
81003	Urinalysis, by dipstick or tablet, automated, without microscopy
81015	Urinalysis, microscopic only
81025	Urine pregnancy test, visual comparison methods
82947	Glucose, blood, except reagent strip
82948	Glucose, blood, reagent strip
84443	Thyroid Stimulating Hormone
84702	Chorionic gonadotropin, quantitative (pregnancy test)
84703	Chorionic gonadotropin, qualitative (pregnancy test)
85013	Microhematocrit, spun
85014	Hematocrit
85018	Hemoglobin
85025	CBC with differential, automated
85027	CBC, automated
86580	Tb skin test, intradermal
86592	Syphilis
86689	HTLV/HIV confirmatory test
86695	Herpes simplex, type 1
86696	Herpes simplex, type 2
86701	HIV-1 antibody
86702	HIV-2 antibody
86703	HIV-1 and HIV-2, single assay
86762	Rubella antibody
86803	Hepatitis C antibody
86900	Blood typing, ABO

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DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

86901	Blood typing, Rh
87070	Culture, bacterial; any source other than blood or stool; with presumptive identification of isolates
87086	Urine culture, bacterial, quantitative
87088	Urine culture, bacterial, with presumptive identification of isolates
87102	Culture, fungi, with presumptive identification of isolates, source other than blood, skin, hair, or nail
87110	Chlamydia culture
87205	Smear with interpretation, routine stain for bacteria, fungi or cell types
87210	Wet mount for infectious agents (e.g. saline, India ink, KOH preps)
87220	Tissue examination by KOH slide of samples from skin, hair or nails for fungi, ectoparasite ova, mites
87252	Virus isolation, tissue culture inoculation and presumptive identification (herpes)
87340	Hepatitis B surface antigen, by enzyme immunoassay technique
87389	HIV-1 AG w/ HIV-1 & HIV 2 AB
87480	Candida species, direct probe technique
87490	Chlamydia, direct probe technique
87491	Chlamydia, amplified probe technique
87510	Gardnerella vaginalis, direct probe technique
87535	HIV-1 probe & reverse transcription
87590	Gonorrhea, direct probe technique
87591	Gonorrhea, amplified probe technique
87624	HPV, high-risk types
87625	HPV, types 16 and 18 only
87660	Trichomonas vaginalis, direct probe technique
87800	Infectious agent, multiple organisms, direct probe
87810	Chlamydia, immunoassay w/ direct optical observation.
87850	Gonorrhea, immunoassay with direct optical observation
88142	Cytopathology, cervical/vaginal, liquid based, automated
88150	Cytopathology, cervical/vaginal, slides, manual

APPENDIX A

DSHS FAMILY PLANNING PROGRAM REIMBURSABLE CODES

FY2016

88164	Cytopathology, cervical/vaginal, slides, manual, the Bethesda System
88175	Cytopathology, cervical/vaginal, any reporting system, fluid based, automated screening with manual rescreening or review.
99000	Specimen handling or conveyance
STERILIZATION	
55250	Male sterilization, Vasectomy, global fee
58565	Female sterilization, hysteroscopy with bilateral fallopian tube cannulation and placement of permanent implants to occlude the fallopian tubes
58600	Female sterilization, Fallopian tube transection, blocking, or other procedure, global fee

The Family Planning Program through the DSHS budget reduction, were directed to implement a **7%** reduction in reimbursement rates effective **September 1, 2011**. The CPT code reimbursement rates will remain the same and the 7% reduction will be taken from the total amount to be reimbursed.

APPENDIX B

DSHS Family & Community Health Services Division
INDIVIDUAL Eligibility Form

PART I - APPLICANT INFORMATION

Name (Last, First, Middle)	Telephone Number		Email Address		
Texas Residence Address (Street or P.O. Box)	City	County	State	ZIP	
SSN (optional)	Date of Birth	Age	Race	Ethnicity	Sex

a) Please contact me by: (check all that apply) ☐ Mail ☐ Phone ☐ Email

b) Do you have comprehensive health care coverage (Medicaid, Medicare, CHIP, health insurance, VA, TRICARE, etc.)? ☐ Yes ☐ No

**If yes, DSHS' authorized representative will submit a claim for reimbursement from your insurer for any benefit, service or assistance that you have received.*

c) Which benefits or health care coverage do you receive? (check all that apply)

☐ CHIP Perinatal ☐ SNAP ☐ WIC

☐ Medicaid for Pregnant Women ☐ TWHP ☐ None

PART II – HOUSEHOLD INFORMATION

Fill in the box with the number of people in your household. This number will include you and anyone who lives with you for whom you are legally responsible. Minors should include parent(s)/legal guardian(s).

How many people are in your household? ☐

PART III - INCOME INFORMATION

List all of your household's income below. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Name of person receiving money	Name of agency, person, or employer who provides the money	Amount received per month

PART IV - APPLICANT AGREEMENT

I have read the **Rights and Responsibilities** statements in the *instructions* section of this form. ☐ Yes ☐ No

The information that I have provided, including my answers to all questions, is true and correct to the best of my knowledge and belief. I agree to give eligibility staff any information necessary to prove statements about my eligibility. I understand that giving false information could result in disqualification and repayment.

I authorize release of all information, including income and medical information, by and to the Texas Department of State Health Services (DSHS) and Provider in order to determine eligibility, to bill, or to render services to me.

Signature – Applicant _____ Date _____

Signature – Person who helped complete this application _____ Relationship to Applicant _____ Date _____

PART V – PROVIDER ELIGIBILITY CERTIFICATION (to be completed by provider)

Eligibility effective date / /

1. Texas resident	☐ Yes	☐ No	
2. Total monthly household income	$		
3. Household FPL	%		
4. Proof of income	☐ Yes	☐ Waived	
5. Verification of adjunctive eligibility	☐ Yes	☐ No	☐ n/a
6a. Presumptively eligible	☐ Yes	☐ No	☐ n/a
6b. Full eligibility met	☐ Yes		
6c. Full eligibility met date	/ /		

7. Is the client eligible for the following program(s)?

	Yes	No	n/a	Co-payment amount (if applicable)
BCCS	☐	☐	☐	$_____
DSHS FP	☐	☐	☐	$_____
EPHC	☐	☐	☐	$_____
PHC	☐	☐	☐	$_____
Title V/MCH	☐	☐	☐	$_____

Notes:

Name of Agency _____ Signature – Agency / Staff Member _____ Date _____

APPENDIX B

DSHS Family & Community Health Services Division
INDIVIDUAL Eligibility Form Instructions

PART I - APPLICANT INFORMATION

Fill in the boxes with your information.

a) Check all the boxes that apply.

b) Check *yes* or *no*.

c) Check all the boxes that apply:

- *CHIP (Children's Health Insurance Program) Perinatal*
- *Medicaid for Pregnant Women*
- *SNAP (Supplemental Nutrition Assistance Program)*
- *TWHP (Texas Women's Health Program)*
- *WIC (Special Supplemental Nutrition Program for Women Infants and Children)*
- *None*

If you selected one of these benefits or health care coverage programs and you are able to provide proof of current enrollment, you may be adjunctively (automatically) eligible for a DSHS Family & Community Health Services Division program and able to skip Part II and III on this application, if your agency does not collect a co-pay. (Exception -- Adjunctive eligibility does not apply to applicants seeking Title V services.)

PART II – HOUSEHOLD INFORMATION

Fill in the box with the number of people in your household. This number will include you and anyone who lives with you for whom you are legally responsible.

How to determine your household:

- If you are married (including common-law marriage), include yourself, your spouse, and any mutual or non-mutual children (including unborn children).
- If you are not married, include yourself and your children, if any (including unborn children).
- If you are not married and you live with a partner with whom you have mutual children, count yourself, your partner, your children, and any mutual children (including unborn children).

Applicants 18 years and older are adults. Do not include any children age 18 and older, or other adults living in the house, as part of the household. Minors should include parent(s)/legal guardian(s) living in the house.

PART III - INCOME INFORMATION

List all of your household's income in the table. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Fill in the table with the following information:

1st column: The name of the person receiving the money.
2nd column: The name of the agency, person, or employer who provides the money.
3rd column: The amount of money received per month.

PART IV - APPLICANT AGREEMENT

Rights and Responsibilities:

If the applicant omits information, fails or refuses to give information, or gives false or misleading information about these matters, he/she may be required to reimburse the State for the services rendered if the applicant is found to be ineligible for services. The applicant will report changes in his/her household/family situation that affect eligibility during the certification period (changes in income, household/family members, and residency). *(MBCC clients are not required to report changes in income, household, and residency)*

The applicant understands that, to maintain program eligibility, he/she will be required to reapply for assistance at least every twelve months *(not applicable to MBCC)*.

The applicant understands he/she has the right to file a complaint regarding the handling of his/her application or any action taken by the program with the HHSC Civil Rights Office at 1-888-388-6332.

The applicant understands that criteria for participation in the program are the same for everyone regardless of sex, age, disability, race, or national origin.

With few exceptions, the applicant has the right to request and be informed about information that the State of Texas collects about him/her. The applicant is entitled to receive and review the information upon request. The applicant also has the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 522.023 and 559.004)

Read the **Rights and Responsibilities** above. Check *yes* or *no*.

Sign and date on the lines. If a person helped you complete the application, he/she should sign, state the relationship to you, and date on the lines.

PART V – PROVIDER ELIGIBILITY CERTIFICATION (to be completed by provider)

(1) Check the appropriate box (*yes* or *no*) for Texas resident. (2) Total the *amount received per month* to fill in the *Total monthly household income* box. (3) Calculate the client's household FPL using the applicable DSHS program policy (include applicable deductions) and fill in the *Household FPL* box. Check the appropriate box (*yes, no, waived,* or *n/a*) for (4) *Proof of* income and (5) *Verification of adjunctive eligibility.*

If client is presumptively eligible, fill in the light gray box. (6a) Check the appropriate box (*yes, no,* or *n/a*) for *Presumptively eligible.* Once the client completes the requirements for full eligibility, (6b) check *Yes* for *Full eligibility met* and fill in the (6c) *Full eligibility met date* box.

(7) Check the appropriate box (*yes*, *no*, or *n/a*) for each program regarding the client's eligibility. If yes, fill in the client's co-payment amount for the program based on their household and income information.

Use the space provided in *Notes* to document other appropriate information concerning eligibility and screening.
Fill in the *Eligibility effective date* box in the top right corner of Part V. Fill in the *Name of Agency*, sign, and date.

APPENDIX B **División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)**
Formulario para la participación INDIVIDUAL

PARTE I - INFORMACIÓN DEL SOLICITANTE

Nombre (apellido, primer nombre, segundo nombre)	Número telefónico		Correo electrónico		
Domicilio en Texas (nombre de la calle o número de apartado postal)	Ciudad	Condado	Estado	Código postal	
Número de Seguro Social (SSN) (opcional)	Fecha de nacimiento	Edad	Raza	Origen étnico	Sexo

a) Por favor contáctenme por: (marque todo lo que corresponda) ☐ Correo postal ☐ Teléfono ☐ Correo electrónico

b) ¿Tiene usted cobertura médica integral (Medicaid, Medicare, CHIP, seguro médico, VA, TRICARE, etc.)? ☐ Sí ☐ No

**Si contestó que sí, el representante autorizado del DSHS presentará una reclamación de reembolso ante su compañía de seguro médico por las prestaciones, los servicios o la asistencia que usted haya recibido.*

c) ¿Qué tipo de prestaciones o de cobertura médica tiene? (marque todo lo que corresponda)

☐ CHIP Perinatal ☐ SNAP ☐ WIC
☐ Medicaid para mujeres embarazadas ☐ TWHP ☐ Ninguno

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene las casillas con el número de personas que hay en su familia. Este número le incluye a usted y a cada persona que viva con usted y de la que usted sea legalmente responsable. Los menores de edad deben incluir al padre, a la madre o al tutor legal.

¿Cuántas personas viven en su casa? ☐

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere abajo todos los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Nombre de la persona que recibe el dinero	Nombre de la agencia, la persona o el empleador que provee el dinero	Cantidad recibida al mes

PARTE IV - ACUERDO DEL SOLICITANTE

He leído las declaraciones de Derechos y Responsabilidades en la sección de *Instrucciones* de este formulario. ☐ Sí ☐ No

La información que aquí proporciono, incluidas mis respuestas a todas las preguntas, es verídica y correcta, según mi leal saber y entender. Acepto darle al personal que determina el derecho a la participación cualquier información que sea necesaria para comprobar mis declaraciones respecto a mi derecho a la participación. Entiendo que dar información falsa podría dar por resultado la descalificación y el reembolso de los apoyos recibidos.

Autorizo al Departamento Estatal de Servicios de Salud de Texas (DSHS) y al Proveedor a que dispongan libremente de toda la información que proporciono, incluida la información sobre los ingresos y la médica, con el fin de que determinen mi derecho a la participación y a que paguen o presten servicios a mi familia o a mí.

Firma del solicitante _____ Fecha _____

Firma de la persona que ayudó a completar esta solicitud _____ Relación con el solicitante _____ Fecha _____

PART V – PROVIDER ELIGIBILITY CERTIFICATION (debe ser completada por el proveedor)

Eligibility effective date / /

1. Texas resident	☐ Yes	☐ No	
2. Total monthly household income	$		
3. Household FPL		%	
4. Proof of income	☐ Yes	☐ Waived	
5. Verification of adjunctive eligibility	☐ Yes	☐ No	☐ n/a
6a. Presumptively eligible	☐ Yes	☐ No	
6b. Full eligibility met	☐ Yes		
6c. Full eligibility met date	/ /		

7. Is the client eligible for the following program(s)?

	Yes	No	n/a	Co-payment amount (if applicable)
BCCS	☐	☐	☐	$_____
DSHS FP	☐	☐	☐	$_____
EPHC	☐	☐	☐	$_____
PHC	☐	☐	☐	$_____
Title V/MCH	☐	☐	☐	$_____

Notes:

Name of Agency _____ Signature – Agency / Staff Member _____ Date _____

APPENDIX B División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)

Instrucciones para llenar el formulario para la participación INDIVIDUAL

PARTE I - INFORMACIÓN DEL SOLICITANTE

Llene las casillas con su información personal.

a) Marque todas las casillas que correspondan.

b) Marque "*sí* " o "*no*.

c) Marque todas las casillas que correspondan:

- *CHIP (Programa de Seguro Médico Infantil) Perinatal*
- *Medicaid para mujeres embarazadas*
- *SNAP (Programa de Asistencia de Nutrición Suplemental)*
- *TWHP (Programa de Salud para la Mujer de Texas)*
- *WIC (Programa de Nutrición Suplemental Especial para Mujeres, Niños y Bebés)*
- *Ninguno*

Si usted seleccionó uno de estos programas de prestaciones o de cobertura médica y puede proporcionar un comprobante de inscripción actualizado, usted podría de manera adjunta (automáticamente) tener derecho a la participación de un programa de la División de Servicios de Salud Familiar y Comunitaria del DSHS y saltar a las Partes II y III de esta solicitud, si su agencia no cobra un copago. (Excepción: elegibilidád adjunto no se aplica a los solicitantes de los servicios del Título V.)

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene las casillas con el número de personas que hay en su familia. Este número le incluye a usted y a cada persona que viva con usted y de la que usted sea legalmente responsable.

Cómo determinar qué personas componen su familia:

- Si usted es casado (incluso en matrimonio de hecho), inclúyase a usted mismo e incluya a su cónyuge y a todos los hijos, tanto los habidos en común como los no habidos en común (incluidos los no nacidos).
- Si usted no es casado, inclúyase a usted mismo e incluya a sus hijos, de tenerlos (incluidos los no nacidos).
- Si usted no es casado y vive con su pareja con la cual tiene hijos en común, inclúyase a usted mismo e incluya a su pareja, a sus hijos y a los hijos que hayan tenido en común (incluidos los no nacidos).

Los solicitantes de 18 años de edad o más se consideran adultos. No incluya a ningún hijo de 18 años de edad o más ni a ningún otro adulto que viva en su casa como parte de la familia. Los menores de edad deben incluir al padre, a la madre o al tutor legal que vivan en la casa.

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere en la tabla todos y cada uno de los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Llene la tabla con la siguiente información personal:

1.ª columna: El nombre de la persona que recibe el dinero.

2.ª columna: El nombre de la agencia, la persona o el empleador que provee el dinero.

3.ª columna: La cantidad de dinero recibida al mes.

PARTE IV - ACUERDO DEL SOLICITANTE

Derechos y Responsabilidades:

Si el solicitante omite información, no la proporciona o se niega a proporcionarla, o da información falsa o engañosa sobre estas cuestiones, podría pedírsele que reembolse al Estado el importe de los servicios recibidos si se encontró que el solicitante no cumple con los requisitos para recibir los servicios. El solicitante deberá informar de cualquier cambio en la situación de su hogar o familia que afecte el derecho a la participación durante el periodo de certificación (cambios en los ingresos, en los miembros del hogar o la familia y el lugar de residencia). *(Las clientes de MBCC no tienen que informar de cambios en los ingresos ni en el hogar o el lugar de residencia)*

El solicitante entiende que, para mantener el derecho a participar del programa, se le pedirá que vuelva a solicitar la ayuda al menos cada doce meses *(no aplicable para clientes de MBCC)*.

El solicitante entiende que tiene el derecho a presentar una queja con respecto al manejo de su solicitud o a cualquier acción llevada a cabo por el programa, ante la Oficina de Derechos Civiles de la HHSC, al teléfono 1-888-388-6332.

El solicitante entiende que los criterios para la participación en el programa son iguales para todos sin importar el sexo, la edad, la discapacidad, la raza o el lugar de nacimiento.

Con unas cuantas excepciones, el solicitante tiene derecho a pedir y a ser notificado sobre la información que el estado de Texas reúne sobre él. El solicitante tiene derecho a recibir y revisar la información al así pedirlo. El solicitante también tiene derecho a pedirle a la agencia estatal que corrija cualquier información que se determine que es incorrecta. Consulte http://www.dshs.state.tx.us para obtener más información sobre la Notificación de privacidad. (Fuente: Código Gubernamental, secciones 552.021, 522.023 y 559.004).

Lea los Derechos y Responsabilidades siguientes. **Marque** *"sí"* o *"no"*.

Firme y escriba la fecha en las líneas correspondientes. Si alguna persona le ayudó a usted a llenar la solicitud, también debe firmar, declarar cuál es su relación con usted y escribir la fecha en las líneas correspondientes.

PARTE V – PROVIDER ELIGIBILITY CERTIFICATION (debe ser completada por el proveedor)

(1) Check the appropriate box (*yes* or *no*) for Texas resident. (2) Total the *amount received per month* to fill in the *Total monthly household income* box. (3) Calculate the client's household FPL using the applicable DSHS program policy (include applicable deductions) and fill in the *Household FPL* box. Check the appropriate box (*yes, no, waived,* or *n/a*) for (4) *Proof of* income and (5) *Verification of adjunctive eligibility.*

If client is presumptively eligible, fill in the light gray box. (6a) Check the appropriate box (*yes, no,* or *n/a*) for *Presumptively eligible.* Once the client completes the requirements for full eligibility, (6b) check *Yes* for *Full eligibility met* and fill in the (6c) *Full eligibility met date* box.

(7) Check the appropriate box (*yes*, *no*, or *n/a*) for each program regarding the client's eligibility. If yes, fill in the client's co-payment amount for the program based on their household and income information.

Use the space provided in *Notes* to document other appropriate information concerning eligibility and screening.
Fill in the *Eligibility effective date* box in the top right corner of Part V. Fill in the *Name of Agency*, sign, and date.

APPENDIX C

DSHS Family & Community Health Services Division
HOUSEHOLD Eligibility Form

Use with HOUSEHOLD Worksheet (Form EF05-13227)

TEXAS Department of State Health Services

PART I - APPLICANT INFORMATION

Name (Last, First, Middle)	Telephone Number		Email Address	
Texas Residence Address (Street or P.O. Box)	City	County	State	ZIP

a) Please contact me by: (check all that apply) ☐ Mail ☐ Phone ☐ Email

b) Do you – or anyone in your household – have comprehensive health care coverage (Medicaid, Medicare, CHIP, health insurance, VA, TRICARE, etc.)? ☐ Yes ☐ No

**If yes, DSHS' authorized representative will submit a claim for reimbursement from your insurer for any benefit, service or assistance that anyone in your household has received.*

c) Which benefits or health care coverage do you receive? (check all that apply)

☐ CHIP Perinatal ☐ SNAP ☐ WIC

☐ Medicaid for Pregnant Women ☐ TWHP ☐ None

PART II - HOUSEHOLD INFORMATION

Fill in the first line with your information. Fill in the other lines for everyone who lives with you for whom you are legally responsible.

Name (Last, First, Middle)	SSN (optional)	Date of Birth	Sex	Race	Ethnicity	Relationship
1.						
2.						
3.						
4.						
5.						
6.						

PART III - INCOME INFORMATION

List all of your household's income below. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Name of person receiving money	Name of agency, person, or employer who provides the money	Amount received per month

PART IV - APPLICANT AGREEMENT

I have read the **Rights and Responsibilities** statements in the *instructions* section of this form. ☐ Yes ☐ No

The information that I have provided, including my answers to all questions, is true and correct to the best of my knowledge and belief. I agree to give eligibility staff any information necessary to prove statements about my eligibility. I understand that giving false information could result in disqualification and repayment.

I authorize release of all information, including income and medical information, by and to the Texas Department of State Health Services (DSHS) and Provider in order to determine eligibility, to bill, or to render services to my household or me.

_____ _____

Signature – Applicant Date

_____ _____ _____

Signature – Person who helped complete this application Relationship to Applicant Date

APPENDIX C

DSHS Family & Community Health Services Division
HOUSEHOLD Eligibility Form Instructions

Use with HOUSEHOLD Worksheet (Form EF05-13227)

PART I - APPLICANT INFORMATION

Fill in the boxes with your information.

a) Check all the boxes that apply.

b) Check *yes* or *no*.

c) Check all the boxes that apply:

- *CHIP (Children's Health Insurance Program) Perinatal*
- *Medicaid for Pregnant Women*
- *SNAP (Supplemental Nutrition Assistance Program)*
- *TWHP (Texas Women's Health Program)*
- *WIC (Special Supplemental Nutrition Program for Women Infants and Children)*
- *None*

If you selected one of these benefit or health care coverage programs and you are able to provide proof of current enrollment, you may be adjunctively (automatically) eligible for a DSHS Family & Community Health Services Division program and able to skip Part II and III on this application, if your agency does not collect a co-pay. (Exception -- Adjunctive eligibility does not apply to applicants seeking Title V services)

PART II – HOUSEHOLD INFORMATION

Fill in the first line with your information. Fill in the other lines for everyone who lives with you for whom you are legally responsible.

How to determine your household:

- If you are married (including common-law marriage), include yourself, your spouse, and any mutual or non-mutual children (including unborn children).
- If you are not married, include yourself and your children, if any (including unborn children).
- If you are not married and you live with a partner with whom you have mutual children, count yourself, your partner, your children, and any mutual children (including unborn children).

Applicants 18 years and older are adults. Do not include any children age 18 and older, or other adults living in the house, as part of the household. Minors should include parent(s)/legal guardian(s) living in the house.

PART III - INCOME INFORMATION

List all of your household's income in the table. Include the following: government checks; money from work; money you collect from charging room and board; cash gifts, loans, or contributions from parents, relatives, friends, and others; sponsor's income; school grants or loans; child support; and unemployment benefits.

Fill in the table with the following information:

1st column: The name of the person receiving the money.

2nd column: The name of the agency, person, or employer who provides the money.

3rd column: The amount of money received per month.

PART IV - APPLICANT AGREEMENT

Read the **Rights and Responsibilities** above. Check *yes* or *no*.
Sign and date on the lines. If a person helped you complete the application, he/she should sign, state the relationship to you, and date on the lines.

Rights and Responsibilities:

If the applicant omits information, fails or refuses to give information, or gives false or misleading information about these matters, he/she may be required to reimburse the State for the services rendered if the applicant is found to be ineligible for services. The applicant will report changes in his/her household/family situation that affect eligibility during the certification period (changes in income, household/family members, and residency). *(MBCC clients are not required to report changes in income, household, and residency)*

The applicant understands that, to maintain program eligibility, he/she will be required to reapply for assistance at least every twelve months *(not applicable to MBCC)*.

The applicant understands he/she has the right to file a complaint regarding the handling of his/her application or any action taken by the program with the HHSC Civil Rights Office at 1-888-388-6332.

The applicant understands that criteria for participation in the program are the same for everyone regardless of sex, age, disability, race, or national origin.

With few exceptions, the applicant has the right to request and be informed about information that the State of Texas collects about him/her. The applicant is entitled to receive and review the information upon request. The applicant also has the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 522.023 and 559.004)

APPENDIX C **División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)**

Formulario para la participación FAMILIAR

Use with HOUSEHOLD Worksheet (Form EF05-13227)

PARTE I - INFORMACIÓN DEL SOLICITANTE

Nombre (apellido, primer nombre, segundo nombre)	Número telefónico		Correo electrónico	
Domicilio en Texas (nombre de la calle o número de apartado postal)	Ciudad	Condado	Estado	Código postal

a) Por favor contáctenme por: (marque todo lo que corresponda) ☐Correo postal ☐ Teléfono ☐ Correo electrónico

b) ¿Tiene usted o alguien de su familia cobertura médica integral (Medicaid, Medicare, CHIP, seguro médico, VA, TRICARE, etc.)? ☐ Sí ☐ No

**Si contestó que sí, el representante autorizado del DSHS presentará una reclamación de reembolso ante su compañía de seguro médico por las prestaciones, los servicios o la asistencia que cualquier persona en su hogar haya recibido.*

c) ¿Qué tipo de prestaciones o de cobertura médica tiene? (marque todo lo que corresponda)

☐ CHIP Perinatal ☐ SNAP ☐ WIC

☐Medicaid para mujeres embarazadas ☐ TWHP ☐ Ninguno

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene la primera línea con su información personal. Llene las demás líneas con los datos de cada persona que vive con usted y de quien usted sea legalmente responsable.

Nombre (apellido, primer nombre, segundo nombre)	Número de Seguro Social (SSN) (opcional)	Fecha de nacimiento	Sexo	Raza	Origen étnico	Relación
1.						
2.						
3.						
4.						
5.						
6.						

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere abajo todos los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Nombre de la persona que recibe el dinero	Nombre de la agencia, la persona o el empleador que provee el dinero	Cantidad recibida al mes

PARTE IV - ACUERDO DEL SOLICITANTE

He leído las declaraciones de **Derechos y Responsabilidades** en la sección de *Instrucciones* de este formulario. ☐ Sí ☐ No

La información que aquí proporciono, incluidas mis respuestas a todas las preguntas, es verídica y correcta, según mi leal saber y entender. Acepto darle al personal que determina el derecho a la participación cualquier información que sea necesaria para comprobar mis declaraciones respecto a mi derecho a la participación. Entiendo que dar información falsa podría dar por resultado la descalificación y el reembolso.

Autorizo al Departamento Estatal de Servicios de Salud de Texas (DSHS) y al Proveedor a que dispongan libremente de toda la información que proporciono, incluida la información sobre los ingresos y la médica, con el fin de que determinen mi derecho a la participación y a que paguen o presten servicios a mi familia o a mí.

Firma del solicitante _____ Fecha _____

Firma de la persona que ayudó a completar esta solicitud _____ Relación con el solicitante _____ Fecha _____

APPENDIX C División de Servicios de Salud Familiar y Comunitaria del Departamento Estatal de Servicios de Salud (DSHS)

Instrucciones para llenar el formulario para la participación FAMILIAR

Use with HOUSEHOLD Worksheet (Form EF05-13227)

PARTE I - INFORMACIÓN DEL SOLICITANTE

Llene las casillas con su información personal.

a) Marque todas las casillas que correspondan.

b) Marque *"sí"* o *"no"*.

c) Marque todas las casillas que correspondan:

- *CHIP (Programa de Seguro Médico Infantil) Perinatal*
- *Medicaid para mujeres embarazadas*
- *SNAP (Programa de Asistencia de Nutrición Suplemental)*
- *TWHP (Programa de Salud para la Mujer de Texas)*
- *WIC (Programa de Nutrición Suplemental Especial para Mujeres, Niños y Bebés)*
- *Ninguno*

Si usted seleccionó uno de estos programas de prestaciones o de cobertura médica y puede proporcionar un comprobante de inscripción actualizado, usted podría de manera adjunta (automáticamente) tener derecho a la participación de un programa de la División de Servicios de Salud Familiar y Comunitaria del DSHS y saltar a las Partes II y III de esta solicitud, si su agencia no cobra un copago. (Excepción: elegibilidád adjunto no se aplica a los solicitantes de los servicios del Título V.)

PARTE II - INFORMACIÓN DE LA FAMILIA

Llene la primera línea con su información personal. Llene las demás líneas con los datos de cada persona que vive con usted y de quien usted sea legalmente responsable.

Cómo determinar qué personas componen su familia:

- Si usted es casado (incluso en matrimonio de hecho), inclúyase a usted mismo e incluya a su cónyuge y a todos los hijos, tanto los habidos en común como los no habidos en común (incluidos los no nacidos).
- Si usted no es casado, inclúyase a usted mismo e incluya a sus hijos, de tenerlos (incluidos los no nacidos).
- Si usted no es casado y vive con su pareja con la cual tiene hijos en común, inclúyase a usted mismo e incluya a su pareja, a sus hijos y a los hijos que hayan tenido en común (incluidos los no nacidos).

Los solicitantes de 18 años de edad o más se consideran adultos. No incluya a ningún hijo de 18 años de edad o más ni a ningún otro adulto que viva en su casa como parte de la familia. Los menores de edad deben incluir al padre, a la madre o al tutor legal que vivan en la casa.

PARTE III - INFORMACIÓN SOBRE LOS INGRESOS

Enumere en la tabla todos y cada uno de los ingresos de la familia. Incluya los siguientes: cheques del gobierno; dinero del trabajo; dinero que obtiene por el cargo de alojamiento y comida; regalos en efectivo, préstamos o contribuciones de los padres, familiares, amigos y otros; ingresos que recibe de un patrocinador; becas o préstamos escolares; manutención de menores e ingresos por desempleo.

Llene la tabla con la siguiente información personal:

1.ª columna: El nombre de la persona que recibe el dinero.

2.ª columna: El nombre de la agencia, la persona o el empleador que provee el dinero.

3.ª columna: La cantidad de dinero recibida al mes.

PARTE IV - ACUERDO DEL SOLICITANTE

Lea los **Derechos y Responsabilidades** siguientes. Marque *"sí"* o *"no"*.
Firme y escriba la fecha en las líneas correspondientes. Si alguna persona le ayudó a usted a llenar la solicitud, también debe firmar, declarar cuál es su relación con usted y escribir la fecha en las líneas correspondientes.

Derechos y Responsabilidades:

Si el solicitante omite información, no la proporciona o se niega a proporcionarla, o da información falsa o engañosa sobre estas cuestiones, podría pedírsele que reembolse al Estado el importe de los servicios recibidos si se encontró que el solicitante no cumple con los requisitos para recibir los servicios. El solicitante deberá informar de cualquier cambio en la situación de su hogar o familia que afecte el derecho a la participación durante el periodo de certificación (cambios en los ingresos, en los miembros del hogar o la familia y el lugar de residencia). *(Las clientes de MBCC no tienen que informar de cambios en los ingresos ni en el hogar o el lugar de residencia)*

El solicitante entiende que, para mantener el derecho a participar del programa, se le pedirá que vuelva a solicitar la ayuda al menos cada doce meses *(no aplicable para clientes de MBCC)*.

El solicitante entiende que tiene el derecho a presentar una queja con respecto al manejo de su solicitud o a cualquier acción llevada a cabo por el programa, ante la Oficina de Derechos Civiles de la HHSC, al teléfono 1-888-388-6332.

El solicitante entiende que los criterios para la participación en el programa son iguales para todos sin importar el sexo, la edad, la discapacidad, la raza o el lugar de nacimiento.

Con unas cuantas excepciones, el solicitante tiene derecho a pedir y a ser notificado sobre la información que el estado de Texas reúne sobre él. El solicitante tiene derecho a recibir y revisar la información al así pedirlo. El solicitante también tiene derecho a pedirle a la agencia estatal que corrija cualquier información que se determine que es incorrecta. Consulte http://www.dshs.state.tx.us para obtener más información sobre la Notificación de privacidad. (Fuente: Código Gubernamental, secciones 552.021, 522.023 y 559.004)

APPENDIX C **DSHS Family & Community Health Services Division**
HOUSEHOLD Eligibility Worksheet

TEXAS Department of State Health Services

PART I – APPLICANT INFORMATION

Name (Last, First, Middle)	Today's Date (MM-DD-YYYY)	Eligibility Effective Date (MM-DD-YYYY)
Case Record Action ☐ Adjunctive ☐ Presumptive ☐ Supplemental ☐ Approved ☐ Denied	Client/Case #	Type of Determination ☐ New ☐Re-certification
Texas resident ☐ Yes ☐ No		
Other benefits or health care coverage (Medicaid, Medicare, CHIP, private health insurance, VA, TRICARE, etc.)		
Special circumstances		

PART II – HOUSEHOLD INFORMATION

1.	Notes
2.	
3.	
4.	
5.	
6.	

PART III – INCOME INFORMATION

Income Type	Name(s) of household member(s) with income		Documentation of income *(if applicable)*
Gross earned income			
Cash gifts/contributions			
Child support income			
Dividends/interest/royalties			
Loans (non-educational)			
Lawsuit/lump-sum payments			
Mineral rights			
Pensions/annuities			
Reimbursements			
Social security payments			
Unemployment payments			
VA payments			
Worker's compensation			
Total countable income			
Deductions	-	-	
Net countable income			Household FPL **%**

PART IV– PROGRAM ELIGIBILITY

1. ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**2.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**3.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH
4. ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**5.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH	**6.** ☐ BCCS ☐ EPHC ☐ DSHS FP ☐ PHC ☐ Title V/MCH
Co-Pay/Fees		

Name of Agency	Signature – Agency / Staff Member	Date

APPENDIX C

DSHS Family & Community Health Services Division
HOUSEHOLD Eligibility Worksheet Instructions

PART I - APPLICANT INFORMATION

Fill in the boxes with the applicant's information. Check the appropriate boxes.

Other benefits or health care coverage: Document other benefits received/denied. (An applicant or family member eligible for Medicare Part A/B must be referred to the Medicare Prescription Drug Plan (Part D) for prescription drug benefits.)

Special circumstances: Document any special circumstances.

PART II – HOUSEHOLD INFORMATION

Fill in the boxes with members of the household.

This number will include a person living alone or two or more persons living together where legal responsibility for support exists.

Legal responsibility for support exists between: persons who are legally married (including common-law marriage), a legal parent and a minor child (including unborn children), or a legal guardian and a minor child.

(Title V contractors may add whether household members are US citizens, eligible immigrants, or non-US citizens.)

Program Eligibility by 2016 Federal Poverty Level (FPL)

Effective March 1, 2016

Family Size	Title V - MCH	PHC EPHC BCCS	FP
	185% FPL	200% FPL	250% FPL
1	$1,832	$1,980	$2,475
2	2,470	2,670	3,338
3	3,108	3,360	4,200
4	3,747	4,050	5,063
5	4,385	4,740	5,925
6	5,023	5,430	6,788
7	5,663	6,122	7,653
8	6,304	6,815	8,519
9	6,946	7,509	9,386
10	7,587	8,202	10,253
11	8,228	8,895	11,119
12	8,870	9,589	11,986
13	9,511	10,282	12,853
14	10,152	10,975	13,719
15	10,794	11,669	14,586

PART III - INCOME INFORMATION

Income may be either earned or unearned. If actual or projected income is not received monthly, convert it to a monthly amount using one of the following methods:

- weekly income is multiplied by 4.33;
- income received every two weeks is multiplied by 2.17;
- income received twice a month is multiplied by 2.

Fill in the *Income Type* table with name(s) of household member(s) and income amounts.

Calculate the *Total countable income*.

Calculate the *Deductions*:

- child support payments;
- dependent childcare;
  - o up to $200 per child per month for children under age 2;
  - o up to $175 per child per month for children age 2 and older;
- adults with disabilities;
  - o up to $175 per adult per month.

Total the *Net countable income*.

Calculate the household FPL using the applicable DSHS program policy and fill in the *Household FPL* box.

Use the *Documentation of income* box for notes (if applicable).

PART IV – PROGRAM ELIGIBILITY

Determine program eligibility for each household member using the corresponding numbers from the household information section.

Document applicable copayments and fees by program in the *Co-Pay/Fees* box.

Fill in the *Name of Agency*, sign, and date.

DSHS Family Planning Program
Definition of Income

Types of Income	Countable	Exempt
Adoption Payments		✓
Cash Gifts and Contributions*	✓	
Child Support Payments*	✓	
Child's Earned Income		✓
Crime Victim's Compensation *		✓
Disability Insurance Benefits	✓	
Dividends, Interest, and Royalties*	✓	
Educational Assistance		✓
Energy Assistance		✓
Foster Care Payment		✓
In-kind Income		✓
Job Training		✓
Loans (Non-educational)*	✓	
Lump-Sum Payments*	✓	✓
Military Pay*	✓	
Mineral Rights*	✓	
Pensions and Annuities*	✓	
Reimbursements*	✓	
RSDI /Social Security Payments*	✓	
Self-Employment Income*	✓	
SSDI	✓	
SSI Payments		✓
TANF		✓
Unemployment Compensation*	✓	
Veteran's Administration*	✓	✓
Wages and Salaries, Commissions*	✓	
Worker's Compensation*	✓	

Explanation of countable income provided below

Cash Gifts and Contributions – Count unless they are made by a private, non-profit organization on the basis of need; and total $300 or less per household in a federal fiscal quarter. The federal fiscal quarters are January - March, April - June, July - September, and October - December. If these contributions exceed $300 in a quarter, count the excess amount as income in the month received.

Exempt any cash contribution for common household expenses, such as food, rent, utilities, and items for home maintenance, if it is received from a non-certified household member who:

- Lives in the home with the certified household member,
- Shares household expenses with the certified household member, and
- No landlord/tenant relationship exists.

Child Support Payments – Count income after deducting $75 from the total monthly child support payments the household receives.

Disability Insurance Payments/SSDI – Countable. Social Security Disability Insurance is a payroll tax-funded, federal insurance program of the Social Security Administration.

Dividends, Interest and Royalties – Countable. Exception: Exempt dividends from insurance policies as income. Count royalties, minus any amount deducted for production expenses and severance taxes.

In-Kind Income – Exempt. An in-kind contribution is any gain or benefit to a person that is not in the form of money/check payable directly to the household, such as clothing, public housing, or food.

Loans (Non-educational) – Count as income unless there is an understanding that the money will be repaid and the person can reasonably explain how he/she will repay it.

Lump-Sum Payments – Count as income in the month received if the person receives it or expects to receive it more often than once a year. Exempt lump sums received once a year or less, unless specifically listed as income.

Military Pay – Count military pay and allowances for housing, food, base pay, and flight pay, minus pay withheld to fund education under the G.I. Bill.

Mineral Rights – Countable. A payment received from the excavation of minerals such as oil, natural gas, coal, gold, copper, iron, limestone, gypsum, sand, gravel, etc…

Pensions and Annuities – Countable. A pension is any benefit derived from former employment, such as retirement benefits or disability pensions.

Reimbursements – Countable, minus the actual expenses. Exempt a reimbursement for future expenses only if the household plans to use it as intended.

RSDI/Social Security Payments – Count the Retirement, Survivors, and Disability Insurance (RSDI) benefit amount including the deduction for the Medicare premium, minus any amount that is being recouped for a prior RSDI overpayment.

Self-Employment Income – Count total gross earned, minus the allowable costs of producing the self-employment income.

SSI Payments – Exempt Supplemental Security Income (SSI) benefits.

Terminated Employment – Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income. Income is terminated if it will not be received in the next usual payment cycle.

Unemployment Compensation Payments – Count the gross benefit less any amount being recouped for a UIB overpayment.

VA Payments – Count the gross Veterans Administration (VA) payment, minus any amount being recouped for a VA overpayment. Exempt VA special needs payments,

such as annual clothing allowances or monthly payments for an attendant for disabled veterans.

Wages, Salaries, Tips and Commissions – Count the actual (not taxable) gross amount.

Worker's Compensation – Count the gross payment, minus any amount being recouped for a prior worker's compensation overpayment or paid for attorney's fees. Note: The Texas Workforce Commission (TWC) or a court sets the amount of the attorney's fee to be paid.

APPENDIX E

SAMPLE
DSHS Family Planning Program Fee Scale
Based On Monthly Federal Poverty Guidelines

	100% FPL	100-133% FPL	133-150% FPL	150-185% FPL	185-225% FPL	225-250% FPL	Above 250% FPL
FAMILY SIZE	$0 Co-Pay	$5 Co-Pay	$15 Co-Pay	$20 Co-Pay	$25 Co-Pay	$30 Co-Pay	100% PAY
1	990.00	990.01 - 1,317.00	1,317.01 - 1,485.00	1,485.01 - 1,832.00	1,832.01 – 2,228.00	2,228.01 - 2,475.00	2,475.01 +
2	1,335.00	1,335.01 - 1,776.00	1,776.01 - 2,003.00	2,003.01 - 2,470.00	2,470.01 - 3,004.00	3,004.01 - 3,338.00	3,338.01 +
3	1,680.00	1,680.01 - 2,235.00	2,235.01 - 2,520.00	2,520.01 - 3,108.00	3,108.01 – 3,780.00	3,780.01 - 4,200.00	4,200.01 +
4	2,025.00	2,025.01 - 2,694.00	2,694.01 - 3,038.00	3,038.01 - 3,747.00	3,747.01 - 4,557.00	4,557.01 - 5,063.00	5,063.01 +
5	2,370.00	2,370.01 - 3,153.00	3,153.01 - 3,555.00	3,555.01 - 4,385.00	4,385.01 - 5,333.00	5,333.01 - 5,925.00	5,925.01 +
6	2,715.00	2,715.01 - 3,611.00	3,611.01 - 4,073.00	4,073.01 - 5,023.00	5,023.01 - 6,109.00	6,109.01 - 6,788.00	6,788.01 +
7	3,061.00	3,061.01 - 4,071.00	4,071.01 - 4,592.00	4,592.01 - 5,663.00	5,663.01 - 6,887.00	6,887.01 - 7,653.00	7,653.01 +
8	3,408.00	3,408.01 - 4,532.00	4,532.01 - 5,112.00	5,112.01 - 6,304.00	6,304.01 - 7,667.00	7,667.01 - 8,519.00	8,519.01 +
9	3,755.00	3,755.01 - 4,994.00	4,994.01 - 5,632.00	5,632.01 - 6,946.00	6,946.01 - 8,447.00	8,447.01 - 9,386.00	9,386.01 +
10	4,101.00	4,101.01 - 5,455.00	5,455.01 - 6,152.00	6,152.01 - 7,587.00	7,587.01 - 9,227.00	9,227.01 - 10,253.00	10,253.01 +

Effective March 1, 2016

Based on the HHS Federal Poverty Guidelines, Department of Health & Human Services, January 2016

Note: Clients must never be denied services because of an inability to pay current or past fees.

APPENDIX F

From: Morbidity and Mortality Weekly Report (MMWR) Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs

Recommendations and Reports

April 25, 2014 / 63(RR04);1-29

http://www.cdc.gov/mmwr/preview/mmwrhtml/rr6304a1.htm?s_cid=rr6304a1_e

pp.22-23: Summary of Recommendations for Providing Family Planning and Related Preventive Health Services

The screening components for each family planning and related preventive health service are provided in summary checklists for women (Table 2) and men (Table 3). When considering how to provide the services listed in these recommendations (e.g., the screening components for each service, risk groups that should be screened, the periodicity of screening, what follow-up steps should be taken if screening reveals the presence of a health condition), providers should follow CDC and USPSTF recommendations cited above, or, in the absence of CDC and USPSTF recommendations, the recommendations of professional medical associations. Following these recommendations is important both to ensure clients receive needed care and to avoid unnecessary screening of clients who do not need the services.

The summary tables describe multiple screening steps, which refer to the following: 1) the process of asking questions about a client's history, including a determination of whether risk factors for a disease or health condition exist; 2) performing a physical exam; and 3) performing laboratory tests in at-risk asymptomatic persons to help detect the presence of a specific disease, infection, or condition. Many screening recommendations apply only to certain subpopulations (e.g., specific age groups, persons who engage in specific risk behaviors or who have specific health conditions), or some screening recommendations apply to a particular frequency (e.g., a cervical cancer screening is generally recommended every 3 years rather than annually). Providers should be aware that the USPSTF also has recommended that certain screening services not be provided because the harm outweighs the benefit (see Appendix F).

When screening results indicate the potential or actual presence of a health condition, the provider should either provide or refer the client for the appropriate further diagnostic testing or treatment in a manner that is consistent with the relevant federal or professional medical associations' clinical recommendations.

APPENDIX F

TABLE2. Check list of family planning and related preventive health services for women

Screening components	Family planning services (provide services in accordance with the appropriate clinical recommendation)					Related preventive health services
	Contraceptive services*	Pregnancy testing and counseling	Basic infertility services	Preconception health services	STD services†	
History						
Reproductive life plan§	Screen	Screen	Screen	Screen	Screen	
Medical history§,**	Screen	Screen	Screen	Screen	Screen	Screen
Current pregnancy status§	Screen					
Sexual health assessment§,**	Screen		Screen	Screen	Screen	
Intimate partner violence §,¶,**				Screen		
Alcohol and other drug use§,¶,**				Screen		
Tobacco use§,¶	Screen (combined hormonal methods for clients aged ≥35 years)			Screen		
Immunizations§				Screen	Screen for HPV & HBV§§	
Depression§,¶				Screen		
Folic acid§,¶				Screen		
Physical examination						
Height, weight and BMI§,¶	Screen (hormonal methods)††		Screen	Screen		
Blood pressure§,¶	Screen (combined hormonal methods)			Screen§§		
Clinical breast exam**			Screen			Screen§§
Pelvic exam§,**	Screen (initiating diaphragm or IUD)	Screen (if clinically indicated)	Screen			
Signs of androgen excess**			Screen			
Thyroid exam**			Screen			
Laboratory testing						
Pregnancy test **	Screen (if clinically indicated)	Screen				
Chlamydia§,¶	Screen¶¶				Screen§§	
Gonorrhea§,¶	Screen¶¶				Screen§§	
Syphilis§,¶					Screen§§	
HIV/AIDS§,¶					Screen§§	
Hepatitis C§,¶					Screen§§	
Diabetes§,¶				Screen§§		
Cervical cytology¶						Screen§§
Mammography¶						Screen§§

Abbreviations: BMI = body mass index; HBV = hepatitis B virus; HIV/AIDS = human immunodeficiency virus/acquired immunodeficiency syndrome; HPV = human papillomavirus; IUD = intrauterine device; STD = sexually transmitted disease.

* This table presents highlights from CDC's recommendations on contraceptive use. However, providers should consult appropriate guidelines when treating individual patients to obtain more detailed information about specific medical conditions and characteristics (Source: CDC. U.S. medical eligibility criteria for contraceptive use 2010. MMWR 2010;59(No. RR-4).

† STD services also promote preconception health but are listed separately here to highlight their importance in the context of all types of family planning visits. The services listed in this column are for women without symptoms suggestive of an STD.

§ CDC recommendation.

¶ U.S. Preventive Services Task Force recommendation.

** Professional medical association recommendation.

†† Weight (BMI) measurement is not needed to determine medical eligibility for any methods of contraception because all methods can be used (U.S. Medical Eligibility Criteria 1) or generally can be used (U.S. Medical Eligibility Criteria 2) among obese women (Source: CDC. U.S. medical eligibility criteria for contraceptive use 2010. MMWR 2010;59[No. RR-4]). However, measuring weight and calculating BMI at baseline might be helpful for monitoring any changes and counseling women who might be concerned about weight change perceived to be associated with their contraceptive method.

§§ Indicates that screening is suggested only for those persons at highest risk or for a specific subpopulation with high prevalence of an infection or condition.

¶¶ Most women do not require additional STD screening at the time of IUD insertion if they have already been screened according to CDC's STD treatment guidelines (Sources: CDC. STD treatment guidelines. Atlanta, GA: US Department of Health and Human Services, CDC; 2013. Available at http://www.cdc.gov/std/treatment. CDC. Sexually transmitted diseases treatment guidelines, 2010. MMWR 2010;59[No. RR-12]). If a woman has not been screened according to guidelines, screening can be performed at the time of IUD insertion and insertion should not be delayed. Women with purulent cervicitis or current chlamydial infection or gonorrhea should not undergo IUD insertion (U.S. Medical Eligibility Criteria 4) women who have a very high individual likelihood of STD exposure (e.g. those with a currently infected partner) generally should not undergo IUD insertion (U.S. Medical Eligibility Criteria 3) (Source: CDC. US medical eligibility criteria for contraceptive use 2010. MMWR 2010;59[No. RR-4]). For these women, IUD insertion should be delayed until appropriate testing and treatment occurs.

APPENDIX F

TABLE 3. Checklist of family planning and related preventive health services for men

Screening components and source of recommendation	Family planning services (provide services in accordance with the appropriate clinical recommendation)				Related preventive health services
	Contraceptive services*	Basic infertility services	Preconception health services†	STD services§	
History					
Reproductive life plan¶	Screen	Screen	Screen	Screen	
Medical history¶,††	Screen	Screen	Screen	Screen	
Sexual health	Screen	Screen	Screen	Screen	
Alcohol & other drug use			Screen		
Tobacco use¶,**			Screen		
Immunizations¶			Screen	Screen for HPV & HBV§§	
Depression¶,**			Screen		
Physical examination					
Height, weight, and BMI¶,**			Screen		
Blood pressure**,††			Screen§§		
Genital exam††		Screen (if clinically indicated)		Screen (if clinically indicated)	Screen§§
Laboratory testing					
Chlamydia¶				Screen§§	
Gonorrhea¶				Screen§§	
Syphilis¶,**				Screen§§	
HIV/AIDS¶,**				Screen§§	
Hepatitis C¶,**				Screen§§	
Diabetes¶,**			Screen§§		

Abbreviations: HBV = hepatitis B virus; HIV/AIDS = human immunodeficiency virus/acquired immunodeficiency syndrome; HPV = human papillomavirus virus; STD = sexually transmitted disease.

* No special evaluation needs to be done prior to making condoms available to males. However, when a male client requests advice on pregnancy prevention, he should be provided contraceptive services as described in the section "Provide Contraceptive Services."

† The services listed here represent a sub-set of recommended preconception health services for men that were recommended and for which there was a direct link to fertility or infant health outcomes (Source: Frey K, Navarro S, Kotelchuck M, Lu M. The clinical content of preconception care: preconception care for men. Am J Obstet Gynecol 2008;199[6 Suppl 2]:S389–95).

§ STD services also promote preconception health, but are listed separately here to highlight their importance in the context of all types of family planning visit. The services listed in this column are for men without symptoms suggestive of an STD.

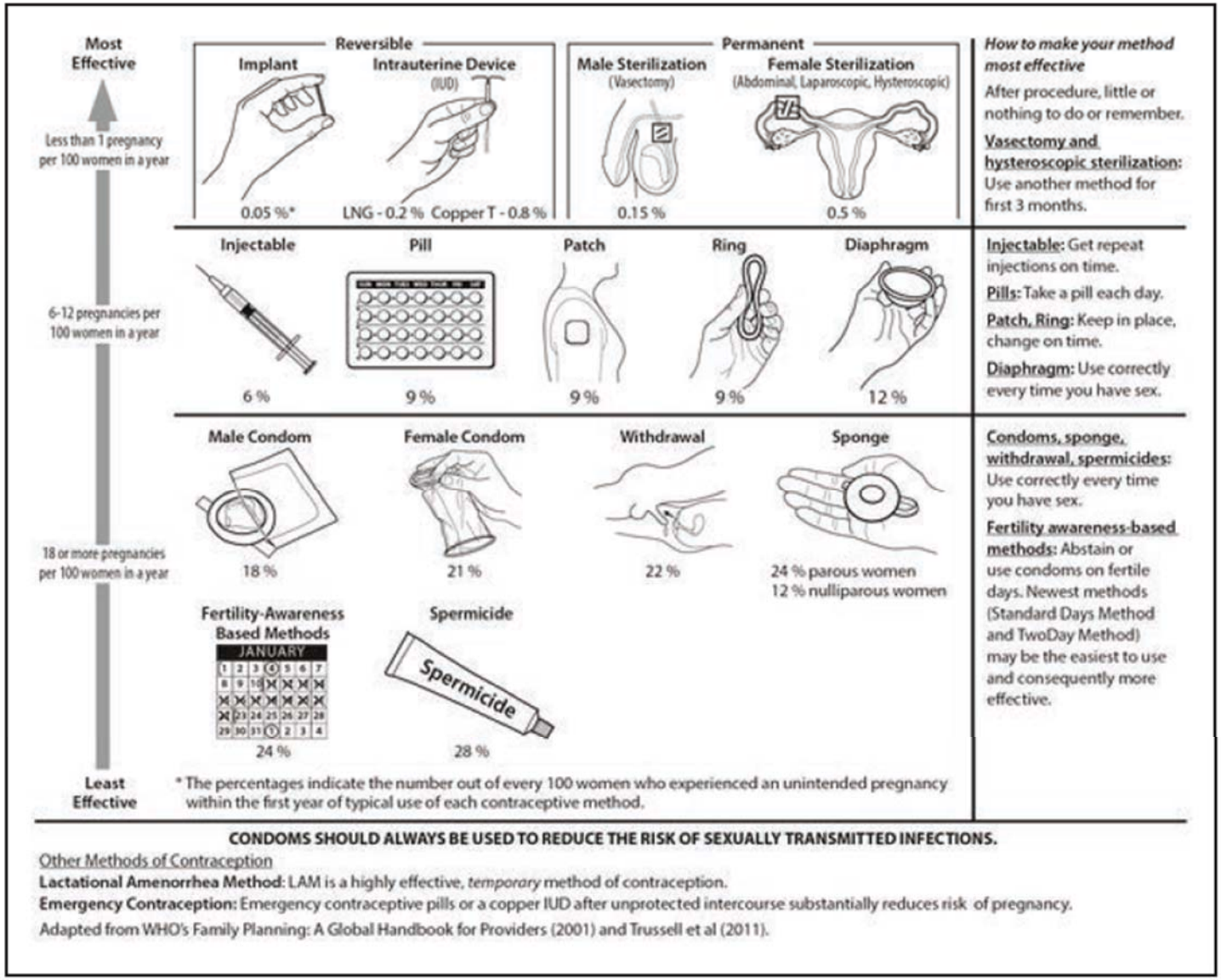
¶ CDC recommendation. ** U.S. Preventive Services Task Force recommendation.

†† Professional medical association recommendation.

§§ Indicates that screening is suggested only for those persons at highest risk or for a specific subpopulation with high prevalence of infection or other condition.

TYPICAL EFFECTIVENESS OF FDA-APPROVED CONTRACEPTIVE METHODS

The figure shows the typical effectiveness of FDA-approved contraceptive methods, ranging from least effective (fertility-awareness based methods and spermicide) to the most effective (implants, intrauterine devices, and sterilization).
*MMWR Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affa*irs, *Recommendations and Reports.* April 25, 2014 / 63(RR04);1-29. (See http://www.cdc.gov/mmwr/preview/mmwrhtml/rr6304a1.htm?s_cid=rr6304a1_w)



APPENDIX G: Standards for Public Health Clinic Services



APNDX G - DSHS Clinic Standards.pdf

Department of State Health Services
Standards
for
Public Health Clinic Services

Revised 8/31/04



DSHS Standards for Public Health Clinic Services

The DSHS Standards for Public Health Clinic Services replace the existing Quality Care: Client Service Standards for Public Health and Community Clinics and are intended to augment program-specific standards. The standards address common components for administering public health clinics to assure the delivery of quality health services.

The revised DSHS Standards for Public Health Clinic Services has four topic areas:

I. Personnel
II. Quality Improvement
III. Client Rights
IV. Clinical Operations

Each standard has a corresponding statement of intent and evaluative criteria, which will be utilized by DSHS for ensuring compliance with the standards.

DSHS Standards for Public Health Clinic Services

Standard	Intent	Evaluation Criteria
Section I. Personnel		
A. The contractor shall develop and maintain personnel policies and procedures to ensure that clinical staff is hired, trained and evaluated as appropriate to their job position.	A. To ensure that the contractor has a documented process for hiring, training and evaluating appropriate staff who are providing clinical services.	A. Review of contractor policies and procedures.
B. The personnel policies and procedures should address: 1. Job descriptions; 2. Employee Orientation; and 3. Annual job evaluations.	B. To ensure: 1. Written job descriptions identifying required qualifications and job duties for positions providing direct client services are available to management and staff. 2. To ensure each employee is appropriately oriented to their position, clinic setting and duties. 3. To ensure that each employee is annually evaluated and provided with feedback on job performance and any appropriate corrective actions if warranted.	B. Review of personnel policies and procedures and a sample of contractor: 1. Written job descriptions 2. Orientation sign-in sheets or documentation in personnel records. 3. Written job evaluations.
C. All employees with direct client contact will be appropriately identified with a name badge.	C. Employees are appropriately identified to clients and visitors.	C. Observation of employees wearing agency specific name badges with job title and applicable credentials.
Section II. Quality Improvement		
A. The contractor shall develop and	A. To ensure that the contractor has a documented	A. Review of the contractor's/provider's

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Standard	Intent	Evaluation Criteria
implement a Quality Assurance (QA) plan for internal review and evaluation of its services and compliance with DSHS rules and policies and procedures as-well-as other nationally recognized treatment guidelines.	comprehensive internal process to ensure that quality services are provided to include any subcontractors and that compliance with DSHS rules and policies and procedures is achieved.	adopted QA plan.
B. The QA plan should include:	B. To ensure that:	B. Review of:
1. Establishment of a multi-disciplinary committee, to include the medical director, clinic director, a nurse, an eligibility staff and a records manager, which meets at a minimum annually.	1. All levels of management, clinicians and staff are represented on the QA committee. The committee will annually review the plan and QA process.	1. QA plan and committee minutes.
2. The staff responsible for the internal review and evaluation.	2. A qualified staff member is responsible for implementing the QA plan.	2. QA plan, committee minutes and appropriate review supporting documentation.
3. The frequency (minimum twice a year) of the internal review and tool/forms to be utilized.	3. An appropriate timeframe and standard tools/forms are identified for completing the QA reviews.	3. QA plan, committee minutes, tools, forms and appropriate review supporting documentation.
4. The scope of the review at a minimum to include: a. Administrative Policies; b. Eligibility/Billing; c. Provision of Clinical Service—	4. That the review encompasses specific areas for review.	4. QA plan, committee minutes and completed tools and forms

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Standard	Intent	Evaluation Criteria
to include standing delegation orders/protocols, client observation and record review; d. Adverse outcomes; and e. Client satisfaction and/or complaints.		
5. Methods for reporting findings and recommendations and to whom reports should be made.	5. That a standard format for reporting findings and recommendations for corrective actions is utilized.	5. QA plan, committee minutes, reports.
6. Requirements for an action plan to correct or improve areas with significant findings/trends and future evaluation of effectiveness of the plan in addressing findings.	6. That a plan for corrective actions is developed to address findings/trends identified in QA reviews and that an evaluation is completed to ensure that actions have facilitated appropriate changes to address areas found not in compliance.	6. QA plan, committee minutes, corrective action plan and evaluation reports.
Section III. Client Rights		
A. The contractor shall insure informed consent is obtained for services provided.	A. To ensure that clients are provided appropriate information regarding clinical care and procedures in order to make an informed decision regarding consent.	A. Review of consent policy as well as completed consent forms and appropriate clinical documentation in client record.
B. The contractor shall insure patients are involved in resolving conflicts about care decisions.	B. To ensure that clients are involved with resolving conflicts about care decisions with the care providers.	B. Review of policy and appropriate clinical documentation in client record.
C. The contractor shall insure the confidentiality of client information.	C. To ensure that client information is kept confidential and secured and that information	C. Review of client confidentiality and record release policies and

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	is released only with client consent.	documentation in client record.
D. The contractor shall insure services are provided in a confidential setting.	D. To ensure that clients are provided a confidential setting for eligibility determination and delivery of clinical services.	D. Review of client confidentiality policy and observation of implementation during the eligibility determination and delivery of clinical services to ensure that the contractor makes a reasonable effort to insure client confidentiality.
E. Contractor shall have a client grievance process.	E. To ensure clients have a process for resolution of conflict or concern.	E. Review of client grievance process.
Section IV. Clinical Operations		
A. The contractor maintains a Client Record System which includes: 1. Format order within the record; 2. Record retention; and 3. Proper disposal of the record	A. To ensure that contractors appropriately maintain client information	A. Review of medical record policies and observation of policy implementation.
B. The contractor maintains a safe environment.	B. To ensure that the contractor maintains a physical environment free of hazards and manages staff activities to reduce risk of injuries.	B. Review of safety policy and observation of policy implementation and clinic environment.
C. The contractor manages hazardous materials and waste risks including: 1. Handling, storage and disposing of hazardous materials and waste according to applicable laws and	C. To ensure that the contractor maintains a plan for managing hazardous materials and waste.	C. Review of hazardous materials and waste plan or policy and observation of implementation and clinic environment.

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Standard	Intent	Evaluation Criteria
regulations, when appropriate; 2. Handling, storage and disposing of chemical and infectious waste including sharps; and 3. An orientation and education program for personnel who manage or have contact with hazardous materials and waste.		
D. The contractor maintains fire-safety equipment and conducts fire drills regularly.	D. To ensure that the contractor develops a plan which identifies how it will establish and maintain a fire-safe environment to include inspecting, testing and maintaining fire equipment on a minimum annual basis and that the contractor reports and investigates fire protection deficiencies, failures and user errors.	D. Review of fire safety plan or policy and observation of implementation and supporting documentation for inspections and investigations of deficiencies.
E. The contractor maintains, tests and inspects medical equipment and documents these activities to include: 1. Assessing and minimizing clinical and physical risks of equipment through inspection, testing and maintenance; 2. Reporting and investigating equipment management problems,	E. To ensure that the contractor maintains a plan for maintaining medical equipment.	E. Review of medical equipment maintenance plan or policy and observation of implementation and clinic environment and documentation.

Standard	Intent	Evaluation Criteria
failures and user errors; and 3. Designing an orientation and education program for personnel who use the equipment.		
F. The contractor maintains appropriate infection control activities to include: 1. Reporting infections, when appropriate, within the organization or to public health agencies; 2. Taking action to prevent and reduce the risk of nosocomial infections in patients, staff and visitors; 3. Taking action to control outbreaks of nosocomial infections when identified; 4. Requiring employee immunizations; 5. Required employee screening based on risk; and 6. Development of a Bloodborne Pathogen Plan to include education annually for employees deemed at	F. To ensure that the contractor uses a coordinated process to reduce the risks of endemic and epidemic nosocomial infections in both patient care and staff health activities.	F. Review of Infection Control Plan or Policy, supporting documentation and employee immunization records, as well as observation of implementation within clinic environment.

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Standard	Intent	Evaluation Criteria
risk.		
G. The contractor shall maintain appropriate CLIA certification for laboratory services.	G. To ensure appropriate laboratory services.	G. Review of CLIA Certificate.
H. The contractor shall maintain appropriate pharmacy license.	H. To ensure that all pharmacy services are provided according to state pharmacy law.	H. Review of pharmacy license.

APPENDIX H: HUB CMBL Listing

HUB Listing.pdf

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1203482538500	SOUTH TEXAS HORIZONS LP	Derek Wright	dwright@5pe.com	210-308-8200

1208921426100	NORTH TEXAS HORIZONS LLC	Derek Wright	dwright@5pe.com	972-490-5151
1273632554400	SOUTHEAST TEXAS HORIZONS LLC	Pres./Derek Wright	dwright@5pointenterprises.com	713-552-1414
1201218200700	MNK INFOTECH INC.	President/Neha Kunte	accounts@mnkinfotech.com	412-213-8665
1202815606000	MADDISOFT, LLC	Ramesh Maddi	rmaddi@maddisoft.com	713-449-1535
1204078903900	CENTEX TECHNOLOGIES	Abdul B. Subhani	asubhani@centextech.com	254-213-4740
1205435539600	SYNAPTICORE, LTD.	Mustafa Raja	mraja@synapticore.com	281-833-1000
1205925909800	CHIVAS ENGINEERING & CONSULTING, INC.	CEO/Dr. Vasant C. Ramkumar	vasant@chivascorp.com	512-217-0853
1262605013700	BTGRAD DBA TEXAS HEALTHTECH INSTITUTE	Purnendu Mandal	director@texashealthtech.com	409-866-0555
1264455394800	FLAGTREE SYSTEMS LLC	President/Gurusamy Palanichamy	palani@flagtree.com	512-692-7797
1270908659400	AJANTA CONSULTING, LLC	ANIL PATEL	anil.patel@ajantaconsulting.com	512-775-2645
1271499905400	N C CABANA LOGISTICS, LLC	Nonie Cabana	nccabanalogistics@gmail.com	210-265-1983
1452377642600	RAISE ACHIEVEMENT, LLC	Arati P. Singh	asingh@raiseachievement.com	512-301-8952
1454484067200	DYNAMIC INVENTIONS LLC	Ali Zahid	zahid@din.us.com	888-982-8518
1455395432300	INTEGRITY SERVICES	Suja Christodoss	info@cleanwater4.us	817-894-1357
1455539678800	PINNACLE PROCESS SOLUTIONS INTERNATIONAL	Adil Dalal	adil@pinnacleprocess.com	512-212-1166
1462259752500	WATERLILY WRITING, LLC	MONIQUE DORSETT	MONIQUE@WATERLILYWRITING.COM	512-270-8550
1462339453400	C.B.K. COMPUTING LLC	Beshara Shaleesh	admin@cbkcomputing.com	512-422-3126
1473435951700	ASDL CONSULTING LLC	Anil Levi	anillevi@yahoo.com	512-731-6728
1582183363700	SYSPRO TECHNOLOGIES, INC.	Shri Gangal	sgangal@sysprotech.com	214-440-3801
1742768479400	MICROASSIST INC	COO/Donald Twining	DTWINING@MICROASSIST.COM	512-794-8440
1900747385300	TUTORING BY TRAN	Yen-Hong Tran	tutoring.by.tran@gmail.com	512-825-8161
1202752378100	SEC-OPS, INC.	Robert Lott	robert@secopsinc.com	361-299-6767
1454939954200	CENTURION SOLUTIONS LLC	Douglas C Jackson	dcjackson@centurion-solutions.com	979-571-5213
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	Ron.Zimmerman@HighGroundTech.com	210-858-9573
1463078484200	TOPSARGE BUSINESS SOLUTIONS LLC	Dan Elder	dan.elder@topsarge.com	254-853-4410
1464630777800	TRAUMA CARE CONCEPTS, LLC	Glenn C. Sammis	traumacareconcepts@gmail.com	210-860-0888
1464918008100	DR. D'S LEVERAGE, LLC	AARON DEWISPELARE	adewisp@gvtc.com	830-981-2357
1471994051300	JOHNSON APPLIED SOLUTIONS LLC	Theodore J. Johnson	tedjohnson@johnsonappliedsolutions.com	210-718-4079
1474524634900	KESPE, LLC	Kenneth E. Seiler	kespe@outlook.com	512-751-8094
1562485180200	SYNERGY CREATIONS GROUP, LLC	Lee Sechrist	lee@synergycreationsgroup.com	979-488-9040
1010956920100	STRATEGIC SKILLS TRAINING INSTITUTE	LUIS VARELA	docvarela@ssti-usa.com	210-320-1314
1200020282500	THE ROTHSCHILD CORPORATION	Rothschild,Susanne	srothschild@trainingbyrothschild.com	832-752-0317
1200022545300	MENTORING MINDS, LP	Theresa D. Aviritt	bids@mentoringminds.com	800-585-5258
1202020070000	EARLY LEARNING SOLUTIONS	Angelica S Santacruz-Brandt	angelica.s.brandt@gmail.com	512-415-6319
1202423821900	ULIBARRI-MASON GLOBAL HR, LP	Daniel Ulibarri	um@umglobalhr.com	214-452-8993

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1204439133700	TRAINING WITH ANGIE	Angie Reinford	angie@gmail.com	361-742-1264
1204534520900	MANAGEMENT SOLUTIONS	Salvador Rodriguez, Jr./President	mgmtsol@gmail.com	915-929-3670
1205001838600	YO SOY I AM, LLC	Ivette Mayo	ivette.mayo@yosoy-iam.com	713-447-5404
1208717387300	BRIGHT WATER VENTURES, INC.	CEO/Charlie Ramirez	charlie@teamventi.com	512-782-4034
1264431493700	EGRESSONE TECHNOLOGY GROUP	TANIA MARIE-MARTIN-MERCADO	gs@egressone.com	469-713-2025
1270412663500	THERESA MORENO COMMUNICATIONS	Theresa Moreno	theresamoreno@austin.rr.com	512-431-0084
1271709336800	DAVIS SUCCESS SOLUTIONS LLC	Roy Davis	roy@davissuccesssolutions.com	469-607-1908
1272385442300	KINETIC HOUSE, INC.	Diane Becerra	kinetichouse@gmail.com	210-240-9141
1320384945300	LISTO TRANSLATING SERVICES & MORE LLC	Roxana Heredia	roxana@listotranslating.com	832-592-9264
1371474591900	MODA INTERNATIONAL INC.	Dr. Joaquin Paez	joaquin@jpmoda.com	512-306-8221
1412227690100	INTEGRATIVE CONSULTING SOLUTIONS LLC	Jose Tollinchi	jose@iconsultingllc.com	915-309-7429
1453157395500	SYNERGIST CONSULTING, LLC	Maggie Marotta	mmarotta@synergistfinancial.com	972-985-4142
1454775373200	APRIORI ENDEAVORS	RUDOLFO DE LA CRUZ, JR.	RUDY@AE-IT.COM	210-623-0807
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1460808026400	SOTELO & ASSOCIATES, LLC	Patricia Sotelo	pat@sotelocoach.com	956-664-2137
1460946571200	THE LANGUAGE BRIDGE	Lorena Parada-Valdes	lorena@thelanguagebridge.net	361-425-2271
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1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	drhebert1.tie@txindeval.com	855-944-7827
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1205033168000	ALPHA OMEGA PROFESSIONAL TRAINING	Meghan Klein	mklein@aopts.com	972-567-4321
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1731727132200	ENTERA & PARTNERS LLC	DEBORAH J. LEVERETT	DLEVERETT@ENTERAPARTNERS.COM	512-873-8500
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1742532120900	HICKS & COMPANY, ENVIRONMENTAL/	Pres./Sandra E. Hicks	hicks@hicksenv.com	512-478-0858
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	wendysc@HRnetConnection.com	512-454-9561
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	jane.scott@brightleafgroup.com	512-795-8900
1742685357200	BETSY HALL BENDER, ATTORNEY AT LAW	BETSY HALL BENDER/OWNER	bhb@swbell.net	512-346-7292
1742691960500	GRISSOM & ASSOCIATES, INC.	PRESIDENT/JOENE GRISSOM	jgrissom1@aol.com	512-346-8082
1742693586600	BARR & BARR COMMUNICATION CONSULTANTS	Owner / NORMA BARR	NORMA@BARR-BARR.COM	512-255-4767
1742699266900	AMERICAN INTERNATIONAL TRANSLATORS	SANDRA CHADA	aitranslators@aol.com	512-892-6244
1742723942500	COOPER CONSULTING COMPANY	Melynda Caudle	melyndacaudle@cooperconsulting.com	512-527-1000
1742751248200	AQENA, INC.	QENA MCCARTY	qmccarty@aqena.com	512-699-1639
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	cristina@dottpt.com	512-619-9087
1742765222100	THE MCDONALD CONSULTING GROUP, INC.	CEO/CTO-MARY MCDONALD	info@mcdcg.com	512-280-7175

1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	sharvey@OAKHILLTECH.COM	512-288-0008
1742884915600	TECHNIQUES TECHNICAL WRITING &	President/Teresa H. Peitrowski	thp@techniques-satx.com	830-980-5455
1742931145300	TROSTLE & ASSOCIATES, LTD	CAROL TROSTLE	CAROL@TROSTLE.COM	210-492-1887
1742993830500	GLOBAL TRAIN, INC.	EVELYN BAKER	evelynbaker@global-train.com	512-329-9961
1742994685200	H2O PARTNERS, INC.	PRES./JO ANN HOWARD	jane@h2opartnersusa.com	888-328-4151
1743014097400	PROFOUND KNOWLEDGE PRODUCTS INCORPORATED	Jane Norman	janen@pkpinc.com	512-864-9246
1743233211600	CUTRIGHT COMMUNICATIONS, L.L.C.	President/Judith L. Cutright	cutrightc@aol.com	361-225-1234
1751699736200	CAREER DESIGN ASSOCIATES, INC.	Pres./Helen Harkermna, PhD.	options@career-design.com	972-278-4701
1752082975900	NODUS, INC.	Debra Waggoner	debbie@nodusinc.com	940-627-9163
1752449053300	CHEM CHEK, INC.	Lori Bauske	lbauske@chemchekinc.com	972-918-9300
1752516742900	BEACON TRAINING SERVICES, INC.	President/Diana Stein	diana@beacontraining.com	972-404-0069
1752702336400	L&D INNOVATORS INC	Dorothy Young	dorothy.young@ldinnovators.com	877-275-4349
1752715646100	THE TAF GROUP, L.L.C.	Owner/LETTA R. DAY	lrday@amaonline.com	806-356-0404
1752893984000	A. MILLER CONSULTING SERVICES, INC.	Tina Williams	twilliams@mcs.biz	972-580-0812
1752910732200	MMC GROUP, L.P.	Pamela J Young	pyoung@mmcgrp.com	972-893-0100
1752937908700	ENVIRONMENTAL TRAINERS, INC.	Amanda K. Breitling	amanda@breitlingconsulting.com	817-339-2554
1753094983700	RESOURCE INTEGRATORS LLC	Audra Launey	alauney@resourceintegrators.com	512-425-0975
1760455652600	STETSON AND ASSOCIATES, INC.	Stetson,Francis	pwilliams@stetsonassociates.com	281-440-4220
1760473651600	COMPUTRAIN BUSINESS SOLUTIONS, LTD.	Mark T. Skol	mskol@computrain.com	713-349-9186
1760528392200	SHEA WRITING AND TRAINING SOLUTIONS INC	Shea,Evalyn	info@sheaws.com	832-523-6695
1760531168100	INTEGRITY INTERNATIONAL INC.	Deborah Clifton	dclifton@go-integrity.com	281-955-0707
1760607300900	JILL HICKMAN COMPANIES	Hickman,Jill	jill@jillhickman.com	281-358-8580
1770710996700	FIRECAT STUDIO, LLC	CEO/Susan Price	susan@firecatstudio.com	210-320-2391
1800204726600	PRINCIPAL SOLUTIONS, INC.	Pres./Dr. Margaret Cain	margaretcd@hot.rr.com	254-495-8455
1810817185300	ILLUMINATE VIDEO, LLC	Rachel Bays	rachel@illuminatevideo.com	281-216-3026
1810952859800	FLYING TRUNKS LLC	Erlinda Cortez	cortez.erlinda.l@gmail.com	210-535-4652
1830463606300	VENTANA SOLUTIONS INC.	Judy Abene	judyabenc@ventaniaitsolutions.com	972-919-6168
1900041824400	MEDIA RIDERS, INC.	Erika Mcreaken	emcreaken@mediariders.com	832-533-3313
1900424879500	TEC SOLUTIONS, INC.	Pres./Dede W. Brown	sales@tecsolutions.us	281-391-7747
1900644332900	RESCUE SAFETY PRODUCTS, L.L.C.	Cathy Brown	cbrown@ambulancesimulator.com	800-481-4490
1900778470500	CHARACTEROLOGY COMPASS	Julie Chancler	juliechancler@usa.net	281-813-1614
1912158507900	VIGNON CORPORATION	Kathy Blanck	kathy.blanck@vignon.com	888-415-1556

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1273985457300	VRJ & ASSOCIATES, LLC	Vanesia R, Johnson	vrjassociates@hotmail.com	832-429-6965
1274394480800	NEW RENEWABLE ENERGY TECHNOLOGIES LLC	Phil Fosso	fossop@asme.org	972-363-3204
1274846067700	JOHNSON ADVANTEDGE INSTITUTE, LLC	Janice M. Johnson	janice.johnson@freembb.com	213-373-3622
1320201600500	TEI PROGRAM/CONSTRUCTION	THOMAS TRAINER	TTRAINER@TEICONSTRUCTION.COM	214-760-1966
1331012892400	EPRO LLC	Robert Whitaker	robert.whitaker1@eprollc.com	409-965-9695
1331153997000	MPACT STRATEGIC CONSULTING LLC	Spurgeon Robinson	srobinson@mpact-consulting.com	713-570-6240
1451622586000	TONI J. ENTERPRISES, LLC	Katrecia A. Johnson	trecie@supergeekit.com	281-409-3679
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1454811202900	NQ SOLUTIONS INC	Tinuade Osunrinade	tinuade1@gmail.com	281-616-5220
1454964276800	TATES CONTRACTING, LLC	Johnny Tates/President	dcheriseperson@tatescontracting.com	713-722-0577
1460700578300	SAMS CONTRACTING CONSULTING AND TRAINING	Aaron Sams	aaron@samscct.com	210-788-1034
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1460870765000	KMR CONSULTS AND INVESTIGATIONS	Kenneth M. Riley	kriley@thekmrfirm.com	210-681-4474
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1471093000000	BREAKTHRU GLOBAL VENTURES LLC	Michael Parrott	michael.parrott@breakthruventures.com	571-438-3310
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1800453496400	IT SOLUTIONS ON DEMAND LLC	Felix Batchassi	batchassi@iodesolutions.com	512-487-1709
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1861091628200	BRADLINK LLC	Helen L. Callier	helen@bradlinkllc.com	281-361-5809
1861105673200	QUICK RESPONSE SYSTEMS, INC	President/DAVID O ADEYEMO	YINKA@QRSYSTEMS.COM	972-263-9111
1900806369500	EVOSOURCE LLC	Emmitt Walton	info@evosourcenetwork.com	832-449-6784
1203482538500	SOUTH TEXAS HORIZONS LP	Derek Wright	dwright@5pe.com	210-308-8200
1208921426100	NORTH TEXAS HORIZONS LLC	Derek Wright	dwright@5pe.com	972-490-5151
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1331022308900	LEETEX CONSTRUCTION, LLC	President/Richard L. Karlos	rkarlos@leetexllc.com	214-360-4700
1454619942400	NOTE CONSULTING INC	Charlsye Lewis	lewisc@noteconsulting.com	817-210-6457
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1473710978600	SIMGINEERS LLC	Matthew Snead	Support@Simgineers.com	512-363-7676
1742993828900	RHYAN TECHNOLOGY SERVICES, LLC	Manager - Bill Rhyan	cisv@rhyan.com	512-328-8688
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1201369396000	MCINTARE & ASSOCIATES, INC.	Savanna McIntare	smcintare@aol.com	817-726-9586
1202989953600	SASTAH SOLUTIONS LLC	Bala Arumugam	bala@sastah.com	512-924-1216

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1208914843600	SEORA SOFTWARE SOLUTIONS, INC.	Vikram Parvathaneni	vikram@scub3.com	512-212-0947
1260845157600	TECHNOVISION INCORPORATED	CEO/Santosh S. Joglekar	ssj@technovision-inc.com	512-431-7901
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1270160843700	OPEX SOLUTIONS, INC	Martin D. Nazareth	mnazareth@opexsolutions.org	512-567-9995
1270854296900	LEETEX GROUP, LLC	David Jasso	david@leetexgroup.com	469-206-2610
1271010858500	IWEN INTERNATIONAL, INC.	President/Alice Wen	alice.wen@iweninc.com	832-755-5317
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1742101213300	LLEWELYN-DAVIES SAHNI INC	Randhir Sahni	RELSNER@theldnet.com	713-850-1500
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1201752022700	ZANDER ENGINEERING AND CONSULTING, INC.	Pres./Martha Montemayor-Rapier, P E	martha@zander-ec.com	512-779-3459
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1261507795000	PEREZ PROJECT CONSULTING, INC.	Gabriel Perez	gperez@ppcprojects.com	210-732-2800
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1731724421200	OAG CONSULTING LLC	President/OSCAR A. GONZALEZ	OAGCONSULTINGLLC@ATT.NET	512-565-4135
1742361138700	TERRAZAS AND ASSOCIATES, INC.	Johnnie A Terrazas/President	johnaterrazas@gmail.com	210-833-9493
1742492518200	JASMINE ENGINEERING, INC.	President/Yasaman Jasmine Azima	jasmine@jasmineengineering.com	210-227-3000
1742528044700	DK PARTNERS, P.C.	Steve Kangas	steve@dktxcpa.com	512-258-6637
1742569571900	TEXAS MGT. ASSOCIATES, INC.	Dora Mendoza	dmendoza@t-m-a.com	210-673-8422
1742577213800	SUN CITY ANALYTICAL INCORPORATED	President/LUIS ACUNA	main@scaitc.com	915-533-8840
1742578279800	DYNATEC SCIENTIFIC LABORATORIES, INC.	Pres./RUDOLFO PINA	dynatec@sbcglobal.net	915-849-1322
1742742174200	MIRELES TECHNOLOGIES, INC.	Pres./Martha A. Mireles	mirelestech@live.com	210-557-1456
1742766150300	VARGAS, P.C.	President/Arturo Vargas	avargas@vargascpa.com	915-351-7900
1742766655100	ENCON INTERNATIONAL, INC.	Alex Woelper	encon.admin@enconinternational.com	915-833-3740
1742855985400	CONSTRUCTION & ENVIRONMENTAL	Pres./ALEC FELHABER	alecf@cecienvironmental.com	915-544-1985
1742868098100	ABDELADIM & ASSOCIATES	Owner/RITA ABDELADIM	nadir@abdeladim.com	512-251-9252
1742882434000	WEB-HED TECHNOLOGIES, INC.	Angela Gonzales	Contracts@webheadtech.com	210-354-1661
1742902047600	TKO ADVERTISING, INC.	Raul Garza/President	jim@tkoadvertising.com	512-472-4856
1742912574700	LOPEZ ENGINEERING GROUP, INC.	President/Oscar Lopez	leg-oscar.lopez@sbcglobal.net	956-630-9880

1742948206400	PAVETEX ENGINEERING & TESTING INC	Martha Tahmoressi	MT@PAVETEX.COM	512-894-3040
1742983941200	SAFETY SERVICES INC	CRISTINA HEANEY	CHEANEY@USSAFETYSERVICES.COM	210-687-1604
1743020456400	DATASTREAM TECHNOLOGIES, LLC	President/Betty Aguilar	baguilar@datastreamllc.net	210-892-2331
1743021134600	TECHNOLOGY CONSORTIUM, LLC	Partner/David Palacios	dpalacios@tech-consortium.com	512-417-5780
1752292199200	PARAGON PROJECT RESOURCES, INC.	President/WILLIAM CORREA	marketing@2paragon.com	214-634-7060
1752346001600	THE NELROD COMPANY	NELSON RODRIGUEZ	info@nelrod.com	817-922-9000
1752663630700	CES NETWORK SERVICES, INC.	ENRIQUE H. FLORES	cesnet@cesnetser.com	972-241-3683
1752678341400	SDS ARCHITECTURE	PRESIDENT/SERGIO DE LOS SANTOS	SDELOSSANTOS@SDSARCHITECTURE.C	972-620-3914
1752726320000	R2 TECHNOLOGIES INC.	Carrie Martinez	rick@r2now.com	214-382-3992
1752817126100	FRANK X SPENCER & ASSOCIATES, INC.	President / Rebecca T. Spencer	bts@fxsa.com	915-533-4600
1752918306700	CARCON INDUSTRIES & CONSTRUCTION, LLC	DIANA MUNOZ	dmunoz@carconindustries.com	214-352-8515
1752947986100	D & M EDWARDS INC. DBA DAN MAR CO	Paul D Edwards	danmarco1@msn.com	817-822-5767
1753138305100	STL ENGINEERS	Jay Canafax	jcanafax@stlengineers.com	214-630-3800
1760334693700	FERKAM MANAGEMENT CORPORATION	Fernando Yepez	FFYEPEZ@HOTMAIL.COM	281-446-4371
1760461926600	G & A OUTSORCING, INC	CEO/ANTONIO GRIJALVA	dvasquez@gnapartners.com	713-784-1181
1760588583300	CHICA & ASSOCIATES, INC.	Teri Wallace	twallace@chicaandassociates.com	409-833-4343
1760590821300	ATSER, L.P.	CEO/D. Fred Martinez	dfm@atser.com	281-999-9961
1760670823200	WELD SPEC, INC	Patricia Lynn Hardy	trisha.hardy@weldspecinc.com	409-751-6700
1800117812000	PMG PROJECT MANAGEMENT GROUP, LLC	Vladimir Naranjo	vladimirnaranjo@pmgunited.com	713-880-2626
1810554322900	R. MENDOZA & COMPANY, P.C.	Mging Shareholder/Rosie Mendoza	rosiem@rmendozacpa.com	512-708-1690
1811268562500	KBPI, LLC	Owner/Gerard A. Berlanga	gerard_berlanga@yahoo.com	254-217-3160
1943442384400	ADRIANA BUFORD CPA, LLC	Adriana Buford	abuford@bufordcpa.com	512-826-0626
1010782456600	GOGO CREATIVE	Owner - Lisa Gardner	lisamac@gogocreative.com	512-480-0881

1043772864400	BOARDWALK ENTERPRISES, LLC	President/JODY NICHOLAS	JODY@BOARDWALKLLC.COM	703-675-2959
1113745643700	CREATIVE TRAINERS AND CONSULTANTS	JUDY CARNAHAN-WEBB	JUDY@JUDYCARNAHANWEBB.COM	281-493-4787
1134280998200	TEXAS TECHNOLOGY CONSULTING	CEO/Kate Connolly	kconnolly@txtcgroup.com	512-288-5300
1141843448300	MEDINA CONSULTING COMPANY, INC.	Pres./Katherine M. McGookey	kmcgookey@medinacci.com	210-694-4545
1161633203400	DEVOX PROJECT MANAGEMENT GROUP, LLC	Laura L. Russell	LLRussell@devoxpmg.com	469-422-0777
1200435792200	THE CHADWELL GROUP, LP	Cindy L. Chadwell	info@rooftechnical.com	817-496-4631
1200785549200	FOUR STAR ENVIRONMENTAL, INC.	Robin Mann, P.G.	robin.mann@fourstarenv.com	281-578-3003
1201357471500	EGS RESEARCH & CONSULTING	ESTER SMITH	egs@prismnet.com	512-467-8807
1201368188200	JAKECO CONSTRUCTION, INC.	Nicole	jacoinc@aol.com	210-745-1302
1201401275600	BERKSHIRE HATHAWAY HOMESERVICES TEXAS	MEMBER/CEO/DANA L. JENKINS	dede.jenkins@prudentialtexasrealty.com	512-483-6000
1202043935700	KNUDSON, LP	Owner/Patricia Knudson Joiner	ajurek@knudsonlp.com	713-463-8200
1202602386600	ACCESS BY DESIGN, INC.	PRESIDENT / KIMBERLY GOSS	kgoss@abyd.com	214-348-7758
1202994945500	BOWMAN ENGINEERING & CONSULTING, INC.	President/Shauna E. Bowman	shauna@bowmanengineers.com	214-303-1744
1203118627800	CAPAWARE, INC.	Pres./Eva Esparza	eesparza@capaware.com	512-323-9647
1203155877300	LRJ RESEARCH & CONSULTING	Owner/LAUREN JAHNKE	lauren@lrjconsulting.com	512-899-8844
1204784733500	FACE TO FACE INTEGRATED TECHNOLOGIES	President / Mary Iannone	maryi@facetofaceit.com	512-267-1242
1205616525600	HT STAFFING SOLUTIONS, LLC DBA	Carolyn Burgess	bids@thehtgroup.com	409-883-0384
1205872064500	DRASH CONTRACTING COMPANY LLC	President/Jill M. Drash	jdrash@drashcontracting.com	210-340-5004
1208199685700	CTS CONSOLIDATED TELECOM SERVICES LLC	Pam Faver	pfaver@ccc411.com	512-279-5950
1208602938100	CJ CONSULTING	Carol S. Gibbons	carol@cjconsultinghelp.com	210-912-8395
1260247721300	VERITY SERVICES LLC	CEO / Darla Walker	darla@GOVERITY.COM	800-526-9819
1260416242500	RESSEL & ASSOCIATES, LLC	Betty Ressel/Managing Member	betty.ressel@swbell.net	512-497-7931
1260781342000	ECL2 CONSULTING SERVICES, LLC	Lori J. Ernst	loriw@ECL2.com	469-828-5006

1262370830700	ANA RESOURCE SOLUTIONS	Owner/Ana M. Cruz	anna-cruz1@sbcglobal.net	817-944-4809
1263308924300	FIREFLY CONSULTING LLC	Kimberly Watson-Hemphill	kimberly@firefly-consulting.com	800-381-2354
1263777242200	DARBY CONSULTING, LLC	Shelia Darby	sheliadarby@darbyconsulting.com	832-516-6072
1263971508000	PANTHEON ENGINEERING, LLC	Logan Palmenberg	logan.palmenberg@pantheoneng.com	832-978-0614
1264518758900	SHIELD ENGINEERING GROUP, PLLC	CEO/JEAN-MARIE ALEXANDER	info@segpllc.com	817-810-0696
1270161586100	ECOE SOLUTIONS, LLC	Cromwell,Renee	renee@ecoesolutions.com	281-773-4142
1270228767800	THE BONNER GROUP	Owner Principal/Margaret G. Bonner	margaret@thebonnergroup.com	214-559-2612
1271616643900	TERRA RIGHT OF WAY SERVICES LLC	Janith Marsell/Owner	janmarsell@att.net	817-713-3513
1271701281400	LUMINARA CONSULTING INC	Rosemary Holly	rosemary.holly@luminaraconsulting.com	512-680-6069
1272443803600	CATALYST ADVISORS, LLC	Colleen Contreras	colleen.contreras@cadvisorsllc.com	301-529-2940
1272798227900	EMCARE CONSULTING LLC	Elaine Watson Flanagan	emcareconsultingllc@gmail.com	469-360-3772
1274483079000	SYNERGY INSPECTIONS & TESTING, INC.	Julie A Lester	jlester@synergyinspections.com	817-733-7648
1320166239500	COST ESTIMATE RESOURCES, LLC	Owner/Penny R. Garner	prgarner@costestresources.com	210-651-1133
1331039426000	C & T INFORMATION TECHNOLOGY,	PRES.SHANNON CONWAY-GRICE	sales@candttech.com	512-610-0040
1364480784700	OMEGA POINT INTERNATIONAL, INC.	Stephanie Nestlerode	snestlerode@omegapoint.net	512-925-1360
1452467031300	I AM SAFETY	Lynda J Coker	lynda@iamsafetytx.com	832-715-0375
1452777845100	ALERO SOFT, LLC	David Mortellaro	david@alerosoft.com	512-773-5590
1453710445800	MANAGED GOVERNANCE LLC	barbara N. Priesnitz	bpriesnitz@managedgovernance.com	512-786-6497
1453756258000	QUALITY PRINCIPLES	Anita McReynolds-Lidbury	anita@quality-principles.com	972-679-4186
1454613582400	INTELLIGENT SYSTEM SUPPORT, LLC	Amy Ballinger	amy@intelligentsystemsupport.com	512-820-6650
1460675976000	POWER CONSULTING AND SEARCH LLC	Melinda Le-Compte	melinda@powerconsultingandsearch.com	512-763-4672
1462138371100	IMPERA CONSULTING LLC	Owner/Therese Conner	terri@imperaconsulting.com	512-257-0266
1462262772800	LYNCH LAW FIRM, PLLC	Natalie Lynch	nlynch@lynchlf.com	512-298-2346

1465033641600	C-THRU SOLUTIONS	Susan Lynn	susan.lynn@c-thrusolutions.com	512-333-1480
1471291272500	NEED QA INC.	Jonette James	jonette@needqa.com	512-387-0780
1471347877500	MILLBURY GROUP LLC	Carleta A Miller	CAMTX1@wildblue.net	830-612-2293
1471354523500	A&E HOUSING ENTERPRISES, LLC	Judith Paciocco	judypaciocco@gmail.com	512-587-5839
1471777930100	ELEMENTAL TEXT LLC	Heather Stettler	hstettler@elementaltext.com	512-662-1125
1474688139100	LONGHORN SAFETY SOLUTIONS	Melissa Gresham	melissa@longhornsafety.solutions	469-400-5274
1475175022600	ABSOLUTE FACILITY SOLUTIONS, LLC	Patrick Lynass	plynass@absolute-fs.com	800-527-4135
1510458047500	HEALTH FACILITY SOLUTIONS COMPANY	Mike Podojil	mike@hfscompany.com	210-881-9714
1510552206200	CARIDAS CONSULTING GROUP	Evangeline Caridas	ecaridas@flowmanagement.net	713-629-5692
1611669791900	CHK ENTERPRISES, LLC	Edwina Carrington	edwina.carrington@reznickgroup.com	512-797-4493
1721093774800	SAURAGE RESEARCH, INC.	Pres./SUSAN SAURAGE-ALTENLOH	ssaurage@saurageresearch.com	713-526-2415
1721352192900	INCONTROL TECHNOLOGIES, INC.	Angela Marcon	amarcon@incontroltech.com	281-580-8892
1731727132200	ENTERA & PARTNERS LLC	DEBORAH J. LEVERETT	DLEVERETT@ENTERAPARTNERS.COM	512-873-8500
1742589383500	MEDICAL AUDIT CONSULTANTS, INC.	Elaine Munoz medaudit@s	MEDAUDIT@SBCGLOBAL.NET	210-494-1167
1742595073400	TITUS ELECTRICAL CONTRACTING, LP	Shelly K. Runyan	marketing@teamtitus.com	512-339-1111
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	jane.scott@brightleafgroup.com	512-795-8900
1742715594400	GREINER CONSULTING	LEIGH GREINER	GreinerCon@aol.com	512-892-6907
1742723942500	COOPER CONSULTING COMPANY	Melynda Caudle	melyndacaudle@cooperconsulting.com	512-527-1000
1742749884900	BLAKEMAN AND ASSOCIATES	Pres/Linda Valigura Williams	linda@blakemanandassociates.com	936-582-2900
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	cristina@dottpt.com	512-619-9087
1742765222100	THE MCDONALD CONSULTING GROUP, INC.	CEO/CTO-MARY MCDONALD	info@mcdcg.com	512-280-7175
1742767910900	IPSO FACTO CONSULTING, INC.	President/Gretchen Singh	INFO@IPSOFACTO.COM	512-372-9880
1742851432100	ALLIANCE-TEXAS ENGINEERING CO.	CEO/GAYLE HEATH	gheath@emailatg.com	512-821-2081

1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	sharvey@OAKHILLTECH.COM	512-288-0008
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	karen@hirepros.com	512-342-0055
1742935675500	TPMG	SHANNON BRIGGS	shannon@tpmgov.com	512-680-8708
1742937448500	AVAIL SOLUTIONS, INC.	Pres./JANIE HARWOOD	jharwood@availsolutionsinc.com	361-808-7901
1742966965200	MARTHA FERRERO JUCH P E INC	MARTHA JUCH		512-310-2700
1742984561700	QA CONSULTING, INC.	President, Anne Wilson	awilson@qaconsutlinginc.com	512-328-9404
1742992728200	AVERY ENVIRONMENTAL SERVICES, INC.	CEO/Jeff Jumonville	jj@averyenvironmental.com	512-658-8685
1743002392300	E W CONSULTING, INC	Kathleen Costello	kmcostello@ewtexas.com	512-467-2922
1743012825001	MORNINGSIDE RESEARCH AND CONSULTING, INC	President / Shari Holland	sholland@morningsideresearch.com	512-302-4413
1743014097400	PROFOUND KNOWLEDGE PRODUCTS INCORPORATED	Jane Norman	janen@pkpinc.com	512-864-9246
1743018553200	AUSTIN TEST, INC. DBA BRIDGE 360	CEO/Brenda Hall	brenda_hall@bridge360.com	512-837-8798
1743024945200	TEAM INTEGRATED ENGINEERING, INC	Michele Williams	mwilliams@team-ie.com	210-341-4316
1751533409600	PURDY-MCGUIRE INCORPORATED	CEO/CFODIANNE FLETCHER	dfletcher@purdy-mcguire.com	972-239-5357
1752313351400	ARNOLD AND ASSOCIATES, INC.	President/Wendy L. Kelleher	wkelleher@elarnoldandassociates.com	972-991-1144
1752367733800	SYSTEMWARE PROFESSIONAL SERVICES, INC.	Todd Hunter	todd.hunter@systemwareps.com	972-239-0200
1752425449100	USA CONSULTING, INC.	Jessica Hartley	jhartley@usaci.com	972-673-0333
1752435999300	CREDIT SYSTEMS INTERNATIONAL, INC.	Darlene Mead	darlene@creditsystemsintl.com	817-496-6800
1752437793800	ANALYTICAL FOOD LABORATORIES, INC.	President/REBECCA PFUNDHELLER	becky@afltexas.com	972-336-0336
1752653115100	CURTIS GROUP ARCHITECTURE, LLC	Gloria Curtis/Manager	knickels@curtisgrouparchitects.com	214-378-9810
1752938872400	STEEL INSPECTORS OF TEXAS, INC.	Tiphony Hulsey	tiphony@steelinspectorsoftexas.com	817-246-8096
1752944186100	GLOBE ENGINEERS, INC.	FAY SAREMI/PRESIDENT	fsaremi@globeengineers.com	972-713-3030
1752946718900	UNIMED DIRECT, LLC	CEO/Lisa Hannusch	lhannusch@unimeddirect.com	972-931-5100
1752964598200	BIZPHYX, INC.	Sue Clancy	sclancy@bizphyx.com	972-429-5560

1753173070700	FUTURE LINK TECHNOLOGIES, INC.	Latrice Hertzler	lhertzler@future-link.biz	512-443-4100
1753233037400	EKHP CONSULTING LLC	VP/Bill Peek	bill@ekhpconsulting.com	512-925-4541
1760104004500	LESLEY & ASSOCIATES, INC.	Patsy A. Lesley	ssteward@lesley.net	713-850-9240
1760195922800	EASTEX ENVIRONMENTAL LABORATORY, INC.	Pam P. Hickman	phickman@eastex.net	936-653-3249
1760295547200	SUNLAND GROUP, INC.	Pres./CARLA THOMPSON	cthompson@sunlandgrp.com	512-590-7951
1760344856800	DAWSON CONSULTING GROUP, INC.	Dawson,Sheryl	sdawson@dawsonconsultinggroup.com	281-451-4244
1760557694500	PALMER CONSULTING INC.	Palmer,Susan W.	palmerconsulting@yahoo.com	713-230-9774
1760621104700	INTELLIQUEST BUSINESS CONSULTANTS, INC.	CEO/Teresa M. Steeg	intelliquestbusiness@yahoo.com	281-876-7333
1800215409600	THERESA BARNETT, CPA	Theresa Barnett	tbareteno1@gmail.com	214-772-5458
1800215409601	BARNETT ARETE CONSULTING	Theresa Barnett, Owner	tbareteno1@gmail.com	214-772-2548
1800591155900	BACK OFFICE FOR SOCIAL SERVICES, INC.	CEO/Jennifer Golden	jlgolden@boss-inc.biz	512-551-0491
1811899375900	NATALIE E. LEWIS, LEED AP	Natalie Lewis	natalie.lewis.leedap@gmail.com	713-398-3832
1911472534400	DYNAMIC COMPUTING SERVICES CORP.	Jennifer Young	jy@dcshq.com	512-493-9703
1943469145700	SIGNATURE SOLUTIONS LLC	Brigitte Burks	bburks@ssifirst.com	972-670-3482
1954872848400	GOALMINDS, INC.	President/Jo Condrill	jocondrill@sbcglobal.net	210-595-1340

Class 948, Health Related Services – Item 26: Cytology Screening Services

Vendor ID	Company Name	Contact Person	Email	Phone
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. OWOLABI	realty@cosolent.com	281-265-2457
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1264521758400	PRO HEALTH STAFFING	Ginger DeLance	ginger@pro-healthstaffing.com	713-353-8836
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900

Class 948 Health Related Services – Item 48: Health Care Services (Not Otherwise Classified)

Vendor ID	Company Name	Contact Person	Email	Phone
1161495125600	PARADIGM INT'L	Joyce Green	paradigm3@aol.com	469-323-1522
1161776106600	ANOINTED CARING HOMES, INC.	Nicole Wilson	nwilson@anointedcaringhomes.com	281-861-6500
1161781450100	HARRLAND GLOBAL SUPPLY COMPANY	Marylyn Harris	sales@harrland.com	713-594-0179
1203332363000	SIERCAM HEALTHCARE SERVICES LLC	Administrator/Charlz T. Bisong	bisongct@sbcglobal.net	281-232-9990
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	vq@cjbinc.net	210-819-5834
1260842614900	CARE COMMITTERS HEALTH SERVICES, INC.	John Dubor	carecommitters@yahoo.com	281-239-2403
1261158203700	MENTAL WELLNESS SERVICES, P.C.	Pres./Rossell L. Jenkins	drrjenkins@earthlink.net	281-447-9355
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	sterling@sterlingtherapy.com	281-240-3140
1262778112800	FAMILY RESTORATION AND ECONOMIC	OWNER/ROBIN HARRISON	wininwellness@yahoo.com	281-836-2614
1262827921300	ROSARY HOME HEALTH, INC	Rosaline I Igbokwe	rosaryhh@yahoo.com	281-600-1600
1263806893700	A HUG AWAY, INC.	Marisa Frazier	ahugawayhealthcare@yahoo.com	281-594-6837
1272092752900	HEALTH4U CLINICS, LP	Limited Partner/April Tolbert	atolbert@health4uclinic.com	817-759-2273
1272835233200	PURPLE ROSE CARE SERVICES, LLC	JOSEPH JOHNSON	purplerosecare@gmail.com	214-699-9607
1273419046000	WEST MANAGEMENT & PROFESSIONAL STAFFING	Janice M Ellison	jequeensjequeens@yahoo.com	210-260-6305
1273694748700	INFOCUS HEALTH, LLC	InFocus Health, LLC	infocushealth1@gmail.com	832-398-4119
1320378235700	INTERVENTION AND ASSESSMENT SERVICES	Kimberly Booker	kbooker@assistx.com	817-533-0823
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	priorityclc@gmail.com	281-630-7227
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	lcobb2000@yahoo.com	214-250-9930
1364663592300	RELIABLE COMMUNITY HOME HEALTHCARE SERVI	Joe Sanders	joeesanders65@yahoo.com	832-527-8740
1383649361200	TRINICARE HOME HEALTH INC.	Administrator/Geoffrey Nzelu	trinicare@yahoo.com	972-699-8107
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	toshamoore@amazingheartshas.com	817-385-7111
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	jlarios@nursesetc.net	210-566-9995
1452158517500	NEUROPSYCHOLOGICAL ASSOCIATES PLLC	SHAWANDA WILLIAMS-ANDERSON, PH.D.	SHWI0899@YAHOO.COM	281-890-7776
1460635850600	SIMTEMA INCORPORATED	Evelyn Jaja	ejaja@zororohealthcare.com	214-407-8158
1460700578300	SAMS CONTRACTING CONSULTING AND TRAINING	Aaron Sams	aaron@samscct.com	210-788-1034
1461022377900	ABILITY CONCEPTS LLC	Ability Concepts LLC	abilityconcepts@ymail.com	214-879-1964
1461804096900	STOVALL SENIOR SOLUTIONS INC.	Brianna Stovall	brianna.stovall@griswoldhomecare.com	972-437-8700
1462165526600	OPTIMAL SUPPLY SERVICES INC	Jacqueline Miller	optimalsupply@sbcglobal.net	713-669-0299
1462516822500	EVOLVE ANTI-AGING AND PREVENTION, PLLC	Jamie Guyden	drguyden@evolveintegrativecare.com	512-920-0440
1463229248900	LMC MED TRANSPORTATION, LLC.	Tracy Beasley	tbeasley@lmcmedicaltransportation.com	800-763-1854
1463952037900	APEX DME LLC	Elwaine Johnson	ekjohnson@apexdme.com	940-498-7737
1464777374700	BRISTOW CASE MANAGEMENT, LLC	Greg Adamson	info@bristowcm.com	713-239-2399
1464922374100	APACHE MEDICAL SUPPLY, LLC	Ruthie Hebert	keithrrk@me.com	713-528-2410
1465381974900	MORNING DEW MASSAGE & WELLNESS, LLC	Sernerick Greer	sgreer@morningdewmassage.com	972-271-4636

Class 948 Health Related Services – Item 48: Health Care Services (Not Otherwise Classified)

1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	anita@get2ten.com	210-928-3900
1471546754500	OLYMPIANEURO, L.L.C.	Kreshon Smith	ksmith@olympiaNeuro.net	713-446-1491
1471679957300	DESTINATION LIFE, LLC	ZEMELDA D. CARR	ZCARR@MYDESTINATIONLIFE.COM	817-473-1312
1472036817500	VISITING IN-HOME HEALTH	Latonia Walker	lwalker@vihhs.com	713-360-4898
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	vjohnson@tajmanagement.us	210-485-6126
1611566736800	SCOTT-HARRIS ASSOCIATES	Owner/Janet L. Scott-Harris	janet@scott-harrisassociates.com	214-828-0229
1611587417000	ANDRESS & ASSOCIATES	Lauri Andress	landress1@gmail.com	713-553-8192
1611717016300	OASIS MEDICAL CENTER	KEITA WARREN	KEITAWARREN@HOTMAIL.COM	832-230-0189
1721425977600	GENTLE TOUCH SERVICES, INC.	DeWanda Harris Trimiar	trimiar@gts3.net	817-289-0160
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	cprinstituteinc@att.net	972-288-6177
1760540576400	QUALITY DIALYSIS ONE L.P.	CEO/CYNTHIA BARCLAY	cbarclay@qdiinc.com	281-491-4009
1760550936700	GULF COAST COMMUNITY HEALTH	CEO/Kingsley EzE Agbor	gulfcoastcomm@aol.com	281-484-2727
1760574986400	OPTIMAL IN HOME CARE INC.	JACQUELINE MILLER	optimal6992@sbcglobal.net	713-669-0299
1800144330000	HEART TO HEART PROVIDER LLC	Owner & CEO/LaTosha Rider	hearttoheart8@aol.com	214-714-1386
1800531225300	HEALTHCARE SERVICES OF AMERICA	Allan Keeton	akeeton@healthcsa.com	713-771-0081
1800718184700	AJP GROUP, LLC	Albert Price, Jr.	james.price@citovation.com	240-601-5349
1841643762400	LIFE MADE EASY HOME HEALTH LLC	Owner/Priscilla Acha	michael@lmez.com	512-459-5631
1900696267400	HANDS N HARMONY LLC	Owner/Nancy Brewington	nancybrewington@massagetherapy.com	210-566-1168
1900788290500	BRACANE COMPANY	PAMELA NELSON	PJNELSON@BRACANECO.COM	888-568-4271
1900871282000	LOVESHINE HEALTH CARE LLC	Mozelle West	loveshinehealthcareinc2012@gmail.com	281-835-9694
1383646563600	LIFEGATE HEALTHCARE SERVICES INC	STELLA AGBASI	agbasistella@yahoo.com	469-554-5482
1770649411300	CARROLL HEALTH SERVICES LLC	Karif Carroll	kc.carrol@cmgtechservices.com	281-528-6253
1264178007200	RVD ENTERPRISES LLC	David R. Dixon	david@rvdenterprises.com	972-880-5674
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	bjames@kershhealth.com	800-467-3005
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	cahmed@gmail.com	214-995-7654
1742464295100	MICHELE THIET, MD	MICHELE THIET	doctor@thietmd.com	210-616-0862
1760489311900	NORTHWEST NEPHROLOGY ASSOCIATES PA	DR RAMACHANDRA MALYA	RMALYA@GMAIL.COM	713-692-0518
1760612869600	SWAS - SOUTHWEST ANESTHESIA SERVICE	MAREUGENE YI	myi@swas.biz	713-263-8780
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	rritchie@prohealthresourcesllp.com	832-615-7691
1205949606200	LAND-AIR MEDICAL TRANSPORT, INC	Donald B Egan	don@land-air.net	713-334-4000
1200931354000	ODP MANAGEMENT, LLC	Pres./Jose Rodriguez	dohhs@rgv.rr.com	956-973-9765
1261124525400	4D LABORATORY, INC.	Domenic Enriquez	dom@wellnessandhealthmatters.com	972-613-5793
1264521758400	PRO HEALTH STAFFING	Ginger DeLance	ginger@pro-healthstaffing.com	713-353-8836
1270993664000	ENVIRONMENTAL INTELLIGENCE, LLC	CEO/Frank J Rosello	frank.rosello@goeillc.com	469-285-1054
1342055326800	C & E SPECIALTIES	Owner/Cynthia V Cormier	cynthiacormier@att.net	281-550-1160
1453328565700	PROSPERITUS SOLUTIONS, LIMITED LIABILITY	Kenneth Houston	khouston@prosperitussolutions.com	210-739-3062
1454436922700	ASPIRE THERAPY SERVICES AND CONSULTANTS,	Gilbert Perales	info@aspiretherapyservices.com	210-998-2330
1461106099800	RHC RELIABLE HOME CARE INC.	Rodney R. Gonzales	reliablehomecare1@yahoo.com	281-331-3670
1461198164900	SOUTH TEXAS COUNSELING INC	Jeanette Ballesteros	sotxca@live.com	956-369-7997
1462847295400	EMPIRICAL CARE GROUP, LLC	Charles Johnson	charles@empiricalcare.com	504-228-1691
1465634814200	PRO HEART MEDICAL STAFFING AND	Ashley Pecina Garcia	info@proheartmedicalstaffing.com	361-933-5062

Class 948 Health Related Services – Item 48: Health Care Services (Not Otherwise Classified)

1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	drhebert1.tie@txindeval.com	855-944-7827
1471839470400	TRUEXCELLENCEGROUP, LLC	Edilsa Wood	echu@truexcellencestaffing.com	469-729-7717
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	bo.depena@fidelitypartners.org	210-822-4005
1562373077500	HEALING ANGEL HEALTH CARE, INC.	PRES.& ADMIN/HERLINDA G. SALAZAR	HEALINGANGELINC@AOL.COM	956-447-8689
1742604600300	SUNGLO HOME HEALTH SERVICES INC	LINDA SALAZAR	Linda.Salazar@Sunglohhs.com	956-423-6100
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1742963430000	INGENESIS, INC.	President/Veronia Edwards	veronica@ingenesis.org	210-366-0033
1752651623600	LUBBOCK ESSENTIAL HOME HEALTH CARE, INC.	Admin./Josie J. Alvarado		806-747-4229
1760339467100	CLINICAL COMMUNICATION CONSULTANTS, INC.	Diana Christiana	dianac@clinicalcom.com	281-275-4242
1760593388000	CLINICAL COMMUNICATIONS, L.P.	Principal/DIANA CHRISTIANA	dianac@clinicalcom.com	281-275-4242
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	blanca@bbimaging.net	844-766-6111
1200356060900	AUDREY MUEHE, PH.D., P.C. & ASSOCIATES	President/Dr. Audrey Muehe	amuehe@mueheandassociates.com	713-628-6500
1203358395100	TONI FALCO DRYSDALE, DIETITIAN	Dietitian/TONI DRYSDALE	TDRYSDALE@PRODIGY.NET	713-818-8671
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	ellen.kester@bilinguistics.com	512-480-9573
1273147863700	KRISTIE ZAMRAZIL	Kristie Zamrazil	kzamrazil@sbcglobal.net	512-322-0333
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	pegeen.kramer@gmail.com	210-569-2650
1451580591000	DEVOTED WELLNESS LLC	CEO/Angela Hansen	ahansen@devotedwellness.com	817-203-4223
1454048324600	KLARUS HOME CARE LLC.	Brenda Smith	bsmith@klarushomecare.com	817-349-9050
1463514650000	REDDY INNOVATIONS	Cathy Adams	cadams444@gmail.com	281-444-9962
1463965734600	BLUE COLLAR HEALTH	Leisa Dawn Clayton	bluecollarhealth@gmail.com	325-617-5842
1473851223600	METIS GENETICS, LLC	Amanda Elms	amanda.elms@metisgenetics.com	214-616-1851
1474926408200	SERENITY WELLNESS LLC	Meera Hoffman	Meera@SerenityWellnessTX.com	512-991-4584
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	wkapaun@hotmail.com	361-563-8460
1562453366500	LIFE OUTFITTERS	L. PHOENIX JOHNSON	life_research_now@yahoo.com	361-894-7012
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	freshair@moment.net	210-872-7957
1650793875700	ELIDIA MANAGEMENT INC.	Elisabeth Bouchard	EBacupuncturist@aol.com	915-238-3540
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	wendysc@HRnetConnection.com	512-454-9561
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	sharvey@OAKHILLTECH.COM	512-288-0008
1742888960800	TEXAS SAFETY TESTING	Tina Grau	chirotina@yahoo.com	210-545-3903
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	karen@hirepros.com	512-342-0055
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	bids@hyperionbiotechnology.com	210-493-7452
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	mt-pt4u@hotmail.com	956-994-1700
1743023725900	INFRAHEALTH, INC.	President/Priyam Sharma	finance@infrahealth.com	512-328-3535
1743170058600	BACON GLOBAL GROUP, LLC	CEO/Sheila Bacon	smbaoeon@sbcglobal.com	214-821-1347
1752040534500	ALPHA SERVICES CORPORATION	Pres./Jane Tapken	jtapken@janikingdfw.com	972-380-0800
1752484580100	COVER-TEK, INC.	Allison Patterson	allison@cover-tek.com	817-329-6900
1752667894500	CARESTAF OF DALLAS, L.P.	VICE PRES/Belinda Tips	belindat@carestaf.us	214-630-8844
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	sally.reaves@esagebrush.com	214-273-4302
1760331853000	MOBILE HEALTH TESTING, INC.	CEO./Frank Hawley	arogers@mobilehealthtesting.com	281-485-7030
1760615321500	DISTINGUISHED CARE SERVICES, L.L.C.	PRESIDENT/NANNETTE VALLIS	nannettevallis@charter.net	281-793-2217

Class 948 Health Related Services – Item 48: Health Care Services (Not Otherwise Classified)

1760700127200	ADVANCED HR SOLUTIONS, LTD.	Partner/Sharon A. Mowry	brucem@pulsestaffing.com	713-622-9877
1900757348800	CAREREVIEW, INC.	Leah Clemmons	Leah.Clemmons@Carereview.com	817-652-9800
1383980553100	SEGNIAN BH SERVICES LLC	Anita Ellen Duke	eduke@segnian.com	214-301-2992

Class 948 Health Related Services – Item 55: Medical and Laboratory Services (Non-Physician)

Vendor ID	Company Name	Contact Person	Email	Phone
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. O	realty@cosolent.com	281-265-2457
1900254738800	NATIONWIDE TESTING SYSTEMS	Lezlie Claire Potts	lezlie@nationwidetestingsys.com	713-869-8378
1841643762400	LIFE MADE EASY HOME HEALTH LLC	Owner/Priscilla Acha	michael@lmez.com	512-459-5631
1760185414800	NURSES NIGHT & DAY, INC.	CEO/GLENA PARKINSON	glena@nn-d.com	713-529-8633
1205766150100	HARBOR ALLIANCE, INC.	PAULINE C. MARTIN	HARBORALLIANCE@SBCGLO	281-397-8740
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	vq@cjbinc.net	210-819-5834
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. C	sterling@sterlingtherapy.com	281-240-3140
1272092752900	HEALTH4U CLINICS, LP	Limited Partner/April Tolbert	atolbert@health4uclinic.com	817-759-2273
1273694748700	INFOCUS HEALTH, LLC	InFocus Health, LLC	infocushealth1@gmail.com	832-398-4119
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, M	priorityclc@gmail.com	281-630-7227
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	jlarios@nursesetc.net	210-566-9995
1463229248900	LMC MED TRANSPORTATION, LLC.	Tracy Beasley	tbeasley@lmcmedicaltransportat	800-763-1854
1463952037900	APEX DME LLC	Elwaine Johnson	ekjohnson@apexdme.com	940-498-7737
1471546754500	OLYMPIANEURO, L.L.C.	Kreshon Smith	ksmith@olympiaNeuro.net	713-446-1491
1562593862400	BACK ON TRACK PHYSICAL MEDICINE	BELLA NOBLES	MSBEA72@YAHOO.COM	281-216-4588
1611717016300	OASIS MEDICAL CENTER	KEITA WARREN	KEITAWARREN@HOTMAIL.CO	832-230-0189
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	bjames@kershhealth.com	800-467-3005
1760612869600	SWAS - SOUTHWEST ANESTHESIA SERVICE	MAREUGENE YI	myi@swas.biz	713-263-8780
1752890089100	EASTSIDE CHIROPRACTIC	DAZZLE B.SHRESTHA	drshrestha@aol.com	817-457-4441
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	SCPT@ATT.NET	409-722-1485
1752651623600	LUBBOCK ESSENTIAL HOME HEALTH CARE, INC.	Admin./Josie J. Alvarado		806-747-4229
1742963430000	INGENESIS, INC.	President/Veronia Edwards	veronica@ingenesis.org	210-366-0033
1742742174200	MIRELES TECHNOLOGIES, INC.	Pres./Martha A. Mireles	mirelestech@live.com	210-557-1456
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1742578279800	DYNATEC SCIENTIFIC LABORATORIES, INC.	Pres./RUDOLFO PINA	dynatec@sbcglobal.net	915-849-1322
1261124525400	4D LABORATORY, INC.	Domenic Enriquez	dom@wellnessandhealthmatters	972-613-5793

Class 948 Health Related Services – Item 55: Medical and Laboratory Services (Non-Physician)

1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	Leticiaram@srg5.com	972-523-2098
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	bo.depena@fidelitypartners.org	210-822-4005
1010916319500	LABORATORY SUPPORT ON SITE LLC	Anita Chandler	anita@laboratorysos.com	832-910-5874
1900757348800	CAREREVIEW, INC.	Leah Clemmons	Leah.Clemmons@Carereview.co	817-652-9800
1752660147500	PFORYM BUSINESS SOLUTIONS, INC.	Cheryl Benoit	cheryl_benoit@sbcglobal.net	806-781-9797
1752484580100	COVER-TEK, INC.	Allison Patterson	allison@cover-tek.com	817-329-6900
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	bids@hyperionbiotechnology.cor	210-493-7452
1742888960800	TEXAS SAFETY TESTING	Tina Grau	chirotina@yahoo.com	210-545-3903
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1208143106100	RICHIE INTERESTS, INC. DBA	President/Dana M. Richie	dana@source1-solutions.com	512-918-3400
1270335043400	FAMILY CARE CLINIC OF PANHANDLE	Holly Jeffreys	hjeffreys@wtamu.edu	806-532-2273
1352303763100	ACCESS COUNSELING GROUP, INC.	CEO/Irene Little	info@accesscounselinggroup.cor	972-423-8727
1451580591000	DEVOTED WELLNESS LLC	CEO/Angela Hansen	ahansen@devotedwellness.com	817-203-4223
1473851223600	METIS GENETICS, LLC	Amanda Elms	amanda.elms@metisgenetics.co	214-616-1851
1650793875700	ELIDIA MANAGEMENT INC.	Elisabeth Bouchard	EBacupuncturist@aol.com	915-238-3540
1742555085600	THE WILSON GROUP	Sec/Wilma Grupe	wgrupe@thewilsongrp.com	361-883-3535

Class 948 Health Related Services – Item 74: Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (Including Physicians, Pharmacists and all Specialties)

Vendor ID	Company Name	Contact Person	Email	Phone
1043814808100	CONSOLIDATED ENTITIES LLC	Mging Broker/ABAYOMI A. OWOLABI	realty@cosolent.com	281-265-2457
1205844510200	CAREPOINT HEALTH INC.	FELIX AKOMPI	felix@carepointhealth.com	713-771-7990
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	vq@cjbinc.net	210-819-5834
1261213872200	CHAPMAN COUNSELING SERVICES	LICENSED THERAPIST/JESSICA CHAPMAN	Jechapman@sw.rr.com	940-692-6400
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	sandramarquis99@att.net	409-838-5552
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	sterling@sterlingtherapy.com	281-240-3140
1262827921300	ROSARY HOME HEALTH, INC	Rosaline I Igbokwe	rosaryhh@yahoo.com	281-600-1600
1272092752900	HEALTH4U CLINICS, LP	Limited Partner/April Tolbert	atolbert@health4uclinic.com	817-759-2273
1320378235700	INTERVENTION AND ASSESSMENT SERVICES	Kimberly Booker	kbooker@assistx.com	817-533-0823
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	priorityclc@gmail.com	281-630-7227
1371690389600	IN HOME DENTAL CARE, PLLC	Dr Talya Mintz	talya@inhomedentalcaretexas.com	361-986-0744
1383649361200	TRINICARE HOME HEALTH INC.	Administrator/Geoffrey Nzelu	trinicare@yahoo.com	972-699-8107
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	toshamoore@amazingheartshas.com	817-385-7111
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	jlarios@nursesetc.net	210-566-9995
1460700578300	SAMS CONTRACTING CONSULTING AND TRAINING	Aaron Sams	aaron@samscct.com	210-788-1034
1460745670500	GREATER EAST CANCER CENTER	Mutombo Kankonde	drkcancerclinic@gmail.com	915-307-3354
1462354190200	STAR LIGHT SPEECH THERAPY SERVICES, LLC	Pres./Eddwado Perkin	eddwado.perkin@yahoo.com	214-893-4398
1462516822500	EVOLVE ANTI-AGING AND PREVENTION, PLLC	Jamie Guyden	drguyden@evolveintegrativecare.com	512-920-0440
1471546754500	OLYMPIANEURO, L.L.C.	Kreshon Smith	ksmith@olympiaNeuro.net	713-446-1491
1471679957300	DESTINATION LIFE, LLC	ZEMELDA D. CARR	ZCARR@MYDESTINATIONLIFE.COM	817-473-1312
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	vjohnson@tajmanagement.us	210-485-6126
1611717016300	OASIS MEDICAL CENTER	KEITA WARREN	KEITAWARREN@HOTMAIL.COM	832-230-0189
1611723717800	HEARING SERVICES OF NORTH TEXAS	Owner/Naikai S. Butler, Au.D.	hearingservicesnorthtx@yahoo.com	469-438-3918
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	cprinstituteinc@att.net	972-288-6177
1752668586600	ROSA'S FIRST QUALITY HOME	Balinda Antoine	balindaantoine@rosashomehealth.com	817-461-0154
1770649411300	CARROLL HEALTH SERVICES LLC	Karif Carroll	kc.carrol@cmgtechservices.com	281-528-6253
1900788290500	BRACANE COMPANY	PAMELA NELSON	PJNELSON@BRACANECO.COM	888-568-4271
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	bjames@kershhealth.com	800-467-3005
1453671322600	TEXAS MEDICAL CARE, LLC	Faisal Z. Kirmani	f.kirmani@tmchealth.com	281-677-9306
1752890089100	EASTSIDE CHIROPRACTIC	DAZZLE B.SHRESTHA	drshrestha@aol.com	817-457-4441
1760489311900	NORTHWEST NEPHROLOGY ASSOCIATES PA	DR RAMACHANDRA MALYA	RMALYA@GMAIL.COM	713-692-0518

Class 948 Health Related Services – Item 74: Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (Including Physicians, Pharmacists and all Specialties)

1760554431500	COMPQSOFT, INC.	Madina Shaik	mshaik@compqsoft.com	281-914-4428
1760612869600	SWAS - SOUTHWEST ANESTHESIA SERVICE	MAREUGENE YI	myi@swas.biz	713-263-8780
1760623953500	SOUTHWEST ACUTE MOBILE DIALYSIS, INC.	DR RAMACHANDRA MALYA	RMALYA@GMAIL.COM	832-470-3291
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	rritchie@prohealthresourcesllp.com	832-615-7691
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	Ron.Zimmerman@HighGroundTech.com	210-858-9573
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	srg@vesahealth.com	210-698-3779
1261732325300	JOHN GARCIA, MD PA	John T. Garcia	jgarciawellness@cableone.net	432-582-3000
1264521758400	PRO HEALTH STAFFING	Ginger DeLance	ginger@pro-healthstaffing.com	713-353-8836
1274474863800	DOC-AID TELEMEDICINE SERVICES	Monica Saenz, MD	msaenz@doc-aid.com	281-712-4722
1453328565700	PROSPERITUS SOLUTIONS, LIMITED LIABILITY	Kenneth Houston	khouston@prosperitussolutions.com	210-739-3062
1454436922700	ASPIRE THERAPY SERVICES AND CONSULTANTS,	Gilbert Perales	info@aspiretherapyservices.com	210-998-2330
1462847295400	EMPIRICAL CARE GROUP, LLC	Charles Johnson	charles@empiricalcare.com	504-228-1691
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	bo.depena@fidelitypartners.org	210-822-4005
1742679094900	UNIQUEST INTERNATIONAL INC	Sandra Romero Thompson	srt@texfleet.com	512-930-9720
1742963430000	INGENESIS, INC.	President/Veronia Edwards	veronica@ingenesis.org	210-366-0033
1742983941200	SAFETY SERVICES INC	CRISTINA HEANEY	CHEANEY@USSAFETYSERVICES.COM	210-687-1604
1752379311900	INJURY MANAGEMENT ORGANIZATION, INC.	Catherine Benavidez	cbenavidez@injurymanagement.com	972-387-8297
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	SCPT@ATT.NET	409-722-1485
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	blanca@bbimaging.net	844-766-6111
1200356060900	AUDREY MUEHE, PH.D., P.C. & ASSOCIATES	President/Dr. Audrey Muehe	amuehe@mueheandassociates.com	713-628-6500
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	Cheryl@Watchdog-Solutions.org	800-972-2054
1270335043400	FAMILY CARE CLINIC OF PANHANDLE	Holly Jeffreys	hjeffreys@wtamu.edu	806-532-2273
1352303763100	ACCESS COUNSELING GROUP, INC.	CEO/Irene Little	info@accesscounselinggroup.com	972-423-8727
1461866314100	DIRECTHIRE.COM LLC	Misty Cauthen	misty@directhire.com	866-388-4564
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	KIM.FLASCH@HPOINTC.COM	512-750-8161
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	wkapaun@hotmail.com	361-563-8460
1522194178200	DAFONTE MEDICAL SERVICES, L.L.C.	Pres./BRANDEE DAFONTE	b_wiseman@att.net	281-498-3566

Class 948 Health Related Services – Item 74: Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (Including Physicians, Pharmacists and all Specialties)

1742511769800	SHARON L. ROGERS, PHD., A PROFESSIONAL	Theresa Bourassa	sharonrogersphd@stx.rr.com	361-882-9010
1742603729100	CENTRAL TEXAS OSTEOPATHIC MED ASSOC PA	Kelly Maedo	info@bvuc.net	979-764-2882
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Wendy Chance	wendysc@HRnetConnection.com	512-454-9561
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	kyoshida@spartnerships.com	512-531-3900
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	bids@hyperionbiotechnology.com	210-493-7452
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	mt-pt4u@hotmail.com	956-994-1700
1752484580100	COVER-TEK, INC.	Allison Patterson	allison@cover-tek.com	817-329-6900
1752894016000	HILLSIDE FAMILY HEALTH CLINIC, P.A.	CATHY L. POWERS	cathy_drsit@hotmail.com	806-373-4010
1760329606600	PHYSICIAN RESOURCES, INC.	President/Jolyn Scheirman	pri@physicianresources.com	713-522-5355
1760413326800	INTER-MEDICAL, INC.	CEO/MARIANNE SZALAY	mszalayimi@aol.com	281-242-2167
1810638219700	THE HANNUSCH GROUP, LLC	President/Lisa Hannusch	lhannusch@unimeddirect.com	972-931-5100
1900757348800	CAREREVIEW, INC.	Leah Clemmons	Leah.Clemmons@Carereview.com	817-652-9800

APPENDIX I: Certifications and Other Required Forms

- Form 1: Child Support Certification (PDF)
- Form 2: Debarment, Suspension, Ineligibility, ... Certification (PDF)
- Form 3: Federal Lobbying Certification (PDF)
- Form 4: Required Certifications (PDF)
- Form 5: Respondent Information and Disclosures (PDF)
- Form 6: Anti-Trust Certification (DOC)
- Form 7: HUB Subcontracting Plan (HSP)
- Form 8: Security and Privacy Initial Inquiry (SPI)

State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	**Social Security #**
_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

_____ _____

Signature **Title**

_____ _____

Printed Name **Date**

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.

2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)

Printed/Typed Name and Title of Authorized Representative

Signature of Authorize Representative

Date

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
   a. Principal investigators.
   b. Providers of audit services required by the HHSC or federal funding source.
   c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:
(1) Principal investigators.
(2) Providers of audit services required by the HHSC or federal funding source.
(3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☐ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)

Name of Authorized Representative (type or print)	Title

Signature--Authorize Representative

Date

HHSC RFP No.: _____ Respondent Name: _____

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.

2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.

3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.

4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.

6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
   - the intention to submit a proposal;
   - the methods or factors used to calculate the prices proposed; or
   - the respondent's proposal.

7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
   - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
   - HHSC's procurement rules, procedures, and processes;
   - HHSC's use of the evaluation methodology and process described in RFP Section 5;
   - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
   - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.

9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.

11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.

12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.

13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, “Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” effective September 24, 2004, as amended.

17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

18. The respondent acknowledges all addenda and amendments to the RFP.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

HHSC RFP No.: _____
Respondent's Name: _____

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: _____
2. Doing Business As: _____
3. Physical Address: _____
4. Mailing Address: _____
5. Taxpayer Identification Number: _____
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:

Name: _____
Title: _____
Mailing Address: _____
_____
Telephone: _____
Fax: _____
E-mail: _____

2. Primary Contact for Proposal Questions:

Name: _____
Title: _____
Mailing Address: _____
_____
Telephone: _____
Fax: _____
E-mail: _____

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: _____
2. Doing Business As: _____
3. Physical Address: _____

4. Mailing Address: _____

5. Taxpayer Identification Number: _____

6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity

7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____

8. State of Incorporation, If Applicable: _____

9. Name of Parent Entity, If Applicable: _____

10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 4: Former Employees of a State Agency. ***Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.***

1. Name of former state employee: _____
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____

_____

_____

_____

_____

6. If the former state employee worked on matters relating to the RFP, describe those matters:

_____

_____

_____

_____

_____

Have you attached additional pages for Part 4? ☐ Yes ☐ No

Part 5: Conflicts of Interest. ***Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.***

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Have you attached additional pages for Part 5? ☐ Yes ☐ No

Part 6: Litigation. ***Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.***

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Have you attached additional pages for Part 6? ☐ Yes ☐ No

Part 7: Exceptions or Reservations to the RFP. ***List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.***

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Have you attached additional pages for Part 7? ☐ Yes ☐ No

Part 8: Texas Public Information Act (PIA): ***Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.***

1. Proposal Section: _____
2. PIA Exception*: _____
3. Explanation of Why the Exception Applies: _____

_____

_____

_____

_____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☐ No

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

_____
Authorized signature

_____
Name of Contractor/Vendor

_____
Date

_____
Printed Name of Individual

_____
Title of Individual

HUB Subcontracting Plan (HSP)
QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

***<u>Continuous Contract</u>:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION-2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION-2 RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Form Number: CPP0434

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

APPENDIX J: Women At Or Below 200% FPL By County



Women At Or Below 200 Percent F

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 1

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	**159,586**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	**96,222**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	**1,179,889**	**100%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	**203,866**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	**141,350**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	**1,111,372**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 7

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	**523,803**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 8

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	**500,004**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	**98,785**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 10

COUNTY	Women at or Below 200 % FPL	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	**209,231**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance Estimates 2013

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	**574,151**	**100.0%**

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Family Planning Program. Instructions for completing the budget template follow:

Only Applicants requesting funding through cost reimbursement contracts need to complete Forms F and F-1 through F-7.

A. Enter the legal name of your organization in the space provided for "Legal Business Name" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.

B. Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget temples at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

C. After you complete each budget category detail template, go to the Budget Summary.

D. Distribute the total amount in column 1 in each budget category manually amoung the various funding sources (columns 2 through 6).

E. Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.

F. Fill all budget forms out in **WHOLE DOLLARS**.

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Business Name:

Budget Categories	Total Family Planning Program Budget (1)	HHSC Share Categorical & FFS (2)	Patient Co-Pays To Be Collected (3)
A. Personnel	$0		
B. Fringe Benefits	$0		
C. Travel	$0		
D. Equipment	$0		
E. Supplies	$0		
F. Contractual	$0		
G. Other	$0		
H. Total Direct Costs	$0	$0	$0
I. Indirect Costs	$0		
J. Total (Sum of H and I)	$0	$0	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 and 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	$0	$0	Fringe Benefits	$0	$0
	Travel	$0	$0	Equipment	$0	$0
	Supplies	$0	$0	Contractual	$0	$0
	Other	$0	$0	Indirect Costs	$0	$0

TOTAL FOR:	Distribution Totals	$0	Budget Total	$0

Revised: 11/18/2009

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Business Name: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0
					SalaryWage Total		$0

FRINGE BENEFITS Itemize the elements of fringe benefits in the space below:

	Fringe Benefit Rate %	
	Fringe Benefits Total	$0

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form

Legal Business Name: 0

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Revised: 7/6/2009

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Indicate Policy Used: **Applicant's Travel Policy** **State of Texas Travel Policy**

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Business Name: 0

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Business Name: 0

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.).

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$0**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Business Name: 0

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						$0

Total Amount Requested for CONTRACTUAL: **$0**

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form

Legal Business Name: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	**Purpose & Justification**	**Total Cost**
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$0**

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Business Name: 0

Total amount of indirect costs allocable to the project: **Amount:**

Indirect costs are based on (mark the statement that is applicable):

The Applicant's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form F - 7 Indirect)**

RATE:
BASE:

_____

Applies only to governmental entities . The Applicant's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

_____

_____

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Revised: 7/6/2009

SUPPLEMENTAL FORMS INSTRUCTIONS

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labled Form F - 1 Personnel) have been used, go to the supplemental template labled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Form F-1 Personnel Supplemental
Form F-2 Travel Supplemental
Form F-3 Equipment Supplemental
Form F-4 Supplies Supplemental
Form F-5 Contractual Supplemental
Form F-6 Other Supplemental

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Business Name: 0

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Business Name: 0

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.).

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**

Total Amount Requested for Supplies: **$0**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**

Total Amount Requested for Supplies: **$0**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Business Name: 0

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: $0

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Business Name: 0

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: $0

Revised: 7/6/2009

HEALTH AND HUMAN SERVICES COMMISSION

ADDENDA
To
Open Enrollment
529 - 16 - 0102

For

Family Planning Program

Notice is hereby given to prospective applicants to the above referenced open enrollment that changes have been made to requirements or information in the open enrollment, as noted in the addenda below.

(Note: In the column with the heading "Open Enrollment Reference", the references to "Package" refer to the link, as listed on the Electronic State Business Daily (ESBD) posting of this open enrollment.)

Addendum #2 June 23, 2016			
Item	**Open Enrollment Reference**	**Previous**	**Revised Language**
1.	Package 1 (Open Enrollment for Family Planning Program)	Appendix A., Core Family Planning Services, contained the following reimbursement rates for Surgery - Female Genital System: **Procedure Grouping**: Surgery - Female Genital System **Procedure Code**: **Reimbursement Rate:** 58565 442.57 58600 292.70	Reimbursement Rates for Surgery - Female Genital System, reimbursement code 58565 and 58600 have been revised to the following: **Procedure Grouping:** Surgery - Female Genital System **Procedure Code**: **Reimbursement Rate**: 58565 2500.00 58600 2500.00

Addendum #1 June 07, 2016			
Item	**Open Enrollment Reference**	**Previous**	**Revised Language**
1.	Package 1 (Open Enrollment for Family Planning Program)	Subsection 6.2., Unresponsive Applications, contained the following language: **6.2.1.** The Applicant fails to meet major open enrollment specifications, including: A. The Applicant fails to submit the required Application, supporting documentation, or forms by the closing of the open Enrollment period provided in subsection 1.3 of this open enrollment.	Said language has been amended to read as follows: **6.2.1.** The Applicant fails to meet major open enrollment specifications, including: A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3 of this open enrollment.

Attachment B – Contractor's Revised Program Forms

Texas Health and Human Services Commission – Family Planning FY17 Open Enrollment

FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME: South Texas Family Planning & Health Corporation

2) MAILING Address Information (include mailing address, street, city, county, state and zip code):
4455 South Padre Island Dr., Ste. #29; Corpus Christi (Nueces County), TX, 78411

3) PAYEE Name and Mailing Address (if different from above):
Same

4) DUNS Number (9-digit): 012532271

5) Health and Human Service Region: 11

6) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or **Social Security Number** (9 digit): 174172862000

The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

7) TYPE OF ENTITY (check all that apply):

☐ City	X Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:* 00308146

8) BUDGET PERIOD: **Start Date:** July 1, 2016 **End Date:** August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions) INCLUDED

10) PRIMARY PLACE OF SERVICES PROVIDED: Aransas, Bee, Kleberg, Nueces, and San Patricio

11) TOTAL FUNDING REQUESTED: $1,596,850

Fee for Service: $798,425 | Categorical: $798,425

12) PROJECTED EXPENDITURES

Does Applicant's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for Applicant's current fiscal year (excluding amount requested in line 9 above)? **

Yes X No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*

13) FAMILY PLANNING (FP) PRIMARY CONTACT PERSON
Name: Martha F. Zuniga
Phone: 361-855-7333
Fax: 361-851-2067
Email: MarthaZuniga@STFPHC.org

14) FINANCIAL OFFICER
Name: Richard R. Tapia
Phone: 361-855-7333
Fax: 361-851-2067
Email: RichardTapia@STFPHC.org

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in **APPENDIX I: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

15) AUTHORIZED REPRESENTATIVE
Name: Martha F. Zuniga
Title: Executive Director
Phone: 361-855-7333
Fax: 361-851-2067
Email: MarthaZuniga@STFPHC.org

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE

17) DATE
06-28-2016

Form A-1 -- APPLICATION NARRATIVE (re-submitted after award)

1. There is no change to the job descriptions previously submitted.

2. STFPHC has a strong organizational structure that retains its mission, incorporates and encourages community participation, allows for compliance monitoring, and open communication that has proven effective for the size and scope of the organization in delivering high quality family planning, women's health, and other health services. The organizational structure supports 6 different projects for low-income and uninsured individuals: *Family Planning Clinics Project* with 6 comprehensive clinic sites that deliver primary and reproductive health care services; the *Men's Health Center Project* located inside each clinic; *Breast & Cervical Cancer Project*; *Health Education Services Project* with 1 site that covers all 19 counties in HSR 11; *Immunization Project* offering TVFC and ASN vaccines; and *Natural Family Planning & Fertility Educational Centers Project* with 4 sites located in strategically separate, stand-alone, faith-based facilities that deliver education on the ovulation method). The STFPHC management systems include utilization of the Electronic Health Record (Practice Suite); Practice Management System (Ahlers); Billing and Tracking system (Ahlers Billing & Labs); Med-IT for Breast & Cervical Cancer Program, and QuickBooks. Quickbooks holds the agency's financial information. From this system, STFPHC is able to complete contractually required financial reports to the state for reimbursement. Forms such as B-13, B-13x, FSR's, FRR's, matching reports, etc., are reconciled and completed using validated data from Quickbooks. These management and financial systems allow STFPHC to enter data for each patient, track and monitor patient care and outcomes, and bill claims from eligible clients for state and/or federal grants, private insurances, public insurances, and other 3rd party payers. STFPHC has procedures and systems in place to make it easy and seamless for data and claims to be submitted. STFPHC enters all data into the required systems for state level reporting. Internal forms have been developed to collect required data, submit required data, and forward that data to the STFPHC headquarters for official input. The systems have adequate internal controls to ensure data entered and reported is accurate, verified, and validated. The lines of authority within the organization for all 6 projects start with the *Board of Directors* which employ an *executive director* to carry out the affairs of the corporation as they have set forth. The executive director reports to the Board regularly on progress and changes, and keep board members informed on policies, protocols, operations, laws, regulations, etc. The *Asst. Executive Director, Fiscal Services Director*, and all administrative staff shown on the organizational chart provide direct support to the Executive Director and program staff from the 6 projects administered by STFPHC. The projects are overseen by a *Medical Director and Asst. Medical Director* who delegate to *mid-level clinicians that are licensed by the state of Texas*. The Medical Director and Asst. Medical Director administratively direct the *Clinic Services Director*, *Educational Director, and NFP Director* to manage the programmatic functions for their projects. All project directors and the medical director serve on the agency's internal *Quality Assurance committee* along with the pharmacist, clinicians, billing & eligibility director, and clinic coordinators. The QA committee reports to and communicates with the board of directors at least quarterly. *The Clinic Services Director,* with support from the *Asst*. *Clinic Services Supervisor*, directs the *Clinic Coordinators* to help manage the day-to-day activities at each clinic site and the clinic coordinators manage *CHW/Clinic specialists* at their

respective clinics. **These systems are appropriate and adequate for the size and scope of STFPHC.**

Agency wide, STFPHC currently delivers services to over 16,000 unduplicated men and women each year. As such, STFPHC has extensive experience, knowledge, and expertise in providing Women's Health Service and Family Planning Services. STFPHC has delivered family planning and women's health services since 1972 and has operated strategically located comprehensive family planning and women's health clinics throughout the Coastal Bend area in primary rural and medically underserved areas in and around Corpus Christi, Texas. The STFPHC workforce that delivers clinical services at STFPHC is highly trained, skilled, and experienced. The family planning clinic sites are staffed with medically licensed personnel (clinicians – 4 physicians, 3 physician assistants, and 2 nurse practitioners) that perform exams, do physicals, and provide screenings and treatments. Together these medical professionals deliver services and oversee clinical operations on a daily basis. The Medical Director provides staff training on contraceptive updates, quality assurance updates, protocols and standards updates, and standing delegation orders each year. The Medical Director and Asst. Medical Director authorize staff thru delegation on all matters of medical and educational significance. The Medical Director is ultimately responsible for updating the Medical Protocols for the Agency, the Standing Delegation Orders, and for conducting an *annual review* of both, with assistance from the Clinic Services Director. All medical staff that provide clinical, educational, and medical services at STFPHC (Clinicians, RN, Clinic Coordinators, FP Specialists) must follow the Agency's Protocols and Standing Delegation Orders and such staff must sign-off acknowledging their understanding of them and adherence to follow them as written, annually. The pharmacist dispenses, labels, and releases medications at each clinic, which houses a Class D Pharmacy License, so method supplies and treatment medications are available. Each clinic pharmacy is controlled by the pharmacist-in-charge and regulated by the Texas State Board of Pharmacy. On-site pharmacy services reduce barriers for clients by offering the provision of contraceptive methods and other medications on-site. The rest of the health care team Clinic Coordinators and CHW/Clinic Specialists provide laboratory testing, referrals, eligibility/program enrollment, billing, follow-up, and education, per standing delegation orders and follow the plan for patient care. Natural family planning centers are staffed with a Medical Director that oversees the educational, medical, and referral activities done at the sites. The Natural Family Planning (NFP) Director, a master level certified instructor on the ovulation method, monitors the 4 NFP sites that deliver Ovulation Method instruction to clients. The HESP project is staffed with a Master's Level Educational Director that works (60% time), who concurrently holds the position of Asst. Executive Director (40% time). The educational director provides presentations which are medically and scientifically accurate, age appropriate, and specifically tailored for each group. The agency has extensive administrative and clinical practices based on clearly written and clearly communicated policies and support systems to carry out service delivery plans. Administrative policies, billing policies, personnel policies, staff development policies, financial policies, medical policies, protocols, patient services procedures, and many others are in place. These policies and systems lay the foundation for high quality services to be delivered in a structured setting with clear expectations and patient outcomes. Clinical protocols are based on nationally recognized standards of care and serve to guide STFPHC clinicians in developing high quality health care plans that result

in healthy patient outcomes. Personnel Policies enforce the rules, policies, and procedures of the organizations and hold each employee accountable for their own actions. The STFPHC organization's motto is "to serve every client with excellence, commitment, and pride" and the organization incorporates several key concepts into its service delivery system, such as *professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-in accommodation for pregnancy tests and quick start birth control methods), and never denying services to anyone because of inability to pay.* Clients that receive services at STFPHC are treated in a manner that protects their dignity and confidentiality. Clinic operating hours are convenient with morning, evening, and lunch time slots available. The Family Planning and Reproductive Health Services at STFPHC include the following based on nationally recognized standards of care: on-site direct medical services (program eligibility, patient in-take of family, social, partner, and client medical sexual/social history, complete physical examinations, chlamydia and gonorrhea specimen collection, CBC and other blood specimen collection, patient education, patient referrals, patient treatments, diagnoses, client follow-up, and case management); on-site Point Of Care direct laboratory screening services (pregnancy test, height, weight, BMI, blood pressure, body temperature, Thyroid Stimulating Hormone test, HIV, leukocytes, nitrites, protein, urine and blood glucose tests, A1C, cholesterol and lipid testing, etc.); on-site Class D Pharmacy services that provide immediate access to contraceptive methods for clients at the time of their visit, including nexplanon and IUD devices for insertion and removal, anti-infective and anti-fungal medication to treat STD's, urinary tract infections, yeast, bacterial vaginosis, and other conditions); vaccines and immunizations provided thru the state's TVFC and ASN programs for children and adults); breast and cervical cancer services (diagnostic, treatment, and case management services including Medicaid for Breast and Cervical Cancer), and Primary Health Care Services (diagnosis and treatment of diabetes, hypertension, cholesterol, and other chronic and acute health conditions). **With state FPP grant funding, STFPHC can deliver men and women's reproductive health services to serve at least 5,603 eligible women** while offering more screenings and treatments for this area's most prevalent diseases such as high blood pressure and diabetes. All services are easily accessible with clinics located in rural, medically underserved that offer convenient hours, in historically disadvantaged communities/areas of town, where income of the clients typically fall at or below 250% of FPL. STFPHC clinics are well recognized and highly utilized by the state FPP eligible population. The STFPHC clinic schedules accommodate walk-ins, allow for immediate access to clinic services, and fit the needs of the growing population in the region that needs services. The positive influence STFPHC has in the community is directly linked to the emphasis placed on service with sound administrative, financial, and business practices that result in excellent patient outcomes. STFPHC is the recognized leader for family planning, men's reproductive health, women's health, and health education services. In 2002, STFPHC family planning clinics beat the United States 2 best practice sites on several points and matched them on others. Points such as patient satisfaction, staff satisfaction, clinical quality, and costs per clients were analyzed. In 2004, 2006, 2008, 2010, 2012, and 2014, DSHS performed quality assurance audits at STFPHC and each year all audited criteria was found to be in or near 100% compliance with state and federal standards which result in excellent patient outcomes. HHSC and DSHS financial compliance and Independent Audits have proven similar with results that indicate STFPHC exercises strong internal and external controls, maintains financial records in good order, and is contractually compliant. Clinics are adequately

staffed with competent, experienced, knowledgeable, skilled, medically licensed, and trained personnel who carry out clinical services. Staff employed by STFPHC ranges from the Medical Director (OB-GYN) to mid-level clinicians (nurse practitioners and physician assistants) to specialists (certified medical assistants and/or community health workers). Knowledge and skill development are maintained and enhanced through staff development opportunities. Relevant clinical practices are based on state and nationally recognized standards such as American Congress of Obstetrics and Gynecologists, United States Preventative Services Task Force, American Cancer Society, US Medical Eligibility Criteria for Contraceptive Methods, Providing Quality Family Planning Standards (QFP), Center for Disease Control and Prevention, DSHS Public Health Clinic Services, etc., as it pertains to clinical screenings, family planning, men and women's reproductive health service provision, and other medical services that are provided on-site. These practices include the proper medical management of and for: family planning, men's reproductive health, women's health care, and primary health care, including breast conditions (screening and diagnosis), cervical cytology, abnormal cervical screenings, Sexually Transmitted Diseases, Intrauterine Contraception, obesity, abnormal bleeding, chronic medical conditions, pelvic inflammatory disease, emergency contraception, vaginitis, UTI, candidiasis, anemia, rectal bleeding, preconception care, HIV, adolescent services, male services, contraceptive implants, pregnancy, diabetes, hypertension, and more. Each clinical practice has specific standards and defined roles for mid-level clinicians and physicians. The practice clearly delineates the individuals responsible for every step in the management of health care for each client. A health care plan specific to each client monitors outcomes that are tracked within the system. These monitors identify acute, chronic conditions, and normal conditions, include return visit schedules, and ensure good patient outcomes. Standing Delegation and Medical Orders, as well as, agency protocols are clearly written, understood, and acknowledged by each employee to which they pertain on at least an annual basis. Relevant administrative practices are also based on commonly accepted standards for grants and contracts such as: Program guidelines for project grants for family planning services, Office of Management and Budget (OMB) circulars, Uniform Grants Management Standards (UGMS), applicable local, state, and federal laws such as the Fair Labor Standards Act, Texas Workers Compensation Act, Pro-Children Act, Civil Rights Laws, Trafficking Victims Protection Act, Generally Accepted Accounting Principles (GAAP), Independent Single Audit Rules, safety regulations from OSHA and CLIA, etc., and other ethical standards, rules, regulations, and laws relative to effective and compliant program administration and management. These clinical and administrative practices maintain *core STFPHC values* for service delivery: professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-in accommodations for pregnancy tests and quick start birth control methods, and never denying services to anyone because of inability to pay. STFPHC is well recognized, respected, and supported by the community, other social service organizations, private providers, as well as local, state, and federally elected officials. For over 44 years STFPHC has provided high quality services that clients have come to depend upon and trust.

3a. The core required services covered thru this state FPP grant will be offered directly by STFPHC, on-site, at each clinic by medically licensed physicians and clinicians. The few services which will be contracted out to outside providers are: higher-level diagnostic, radiological, and/or surgical procedures that are available under the state

FPP grant. STFPHC has extensive experience, knowledge, and expertise with **developing, negotiating, and administering contracts**. Historically, STFPHC has contracted with: hospitals, for emergency care services and for use of their surgical and radiological facilities to perform procedures for uninsured and low-income STFPHC clients who need higher level diagnostic services and/or treatments, independent surgical facilities, for clients who require outpatient services, anesthesiologists, for clients who require anesthesia as part of their treatment and/or surgery, independent physicians, who are specialists and licensed to do diagnostic biopsies, perform excisions, and surgical procedures, laboratories, which report using the Bethesda system to report and which are certified to analyze and report on breast and/or cervical biopsy tissue specimens, private physician groups, to accept clients who need specialized procedures for hi-risk clients who need tubals and vasectomies performed in an out-patient or hospital setting, radiological facilities, for the performance of x-rays, ultrasounds, fine and core needle biopsies, etc., including mammograms using the BI-RAD system. These on-going contracts, which STFPHC currently has in place, are currently functional and working effectively. The entire network of STFPHC contractors are ready and willing to take on additional clients who will become eligible under the state FPP grant and all have agreed to continue their contracts. STFPHC maintains a large, strong, highly-qualified, and willing network of contractors that work together in good faith to meet the needs of the uninsured and low-income clients that are served by STFPHC. The contracts that STFPHC currently has in place will allow state FPP eligible clients to receive the full scope of medical care necessary in a seamless manner that ensures a continuity of care.

3b. The core and required services allowed thru the state's FPP grant will be offered directly by STFPHC, on-site, at each clinic by medically licensed physicians and clinicians. The contracted services are: higher level diagnostic, radiological, surgical services, etc., as described in 6a above. STFPHC provides **technical assistance** to its contractor on **service delivery, administrative and financial requirements** such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each contractor as expected from their contract no less than annually. STFPHC contractors complete basic training, attest to moral and ethical standards, agree to adhere to the agency's policies and regard all patient information with the highest degree of confidentiality, and attest that they do not provide or perform abortions. The fact that STFPHC subcontractors continue their relationships with the agency year after year, justifies the experience and ability of STFPHC to work with, train, and retain contractors. STFPHC has included several staff positions that will be responsible for monitoring contractors for performance of higher level diagnostic, radiological, surgical procedures, etc. Contractors under state FPP shall be monitored no less than annually for a variety of components (i.e. medically to ensure sound medical practices and nationally recognized standards of care were followed, financially to ensure they are billing appropriately and receiving appropriate reimbursement, and administratively to ensure they are collecting required data and submitting required forms, data, and reports accurately and timely, etc.). The staff positions and qualifications of the persons responsible for monitoring contractors are as follows: The Medical Director - a board certified OB-GYN, with over 50 years of experience; Asst. Medical Director - a Family Practice MD and surgeon with over 40 years of experience; Clinic Services Director - a Physician Assistant with over 15 years of experience; a Fiscal Director - with over 10

years of experience; a Billing Director - Bachelor Degree certified coder with over 10 years of experience. Each staff position is held responsible for understanding their expected roles and performing designated monitoring activities that are within the realm of their authority for every subcontractor

3c. STFPHC **monitors and evaluates the professional and clinical services** performed by contractors for referrals made to those contractors. STFPHC ensures contractors maintain effective certifications, licensures, and that they test and inspect their equipment and maintain necessary trainings and CEUs, etc. Contractors at STFPHC work directly at the various clinics on-site providing direct services and/or are directly reimbursed for high-level surgical/medical procedures. Depending on the function that is filled by the contractor (as a hospital, independent physician, independent clinician, laboratory, and/or radiological facility, etc.), STFPHC monitors and evaluates the performance of the contract, direct delivery of services, administrative and financial requirements such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each sub-contractor as expected from their contract no less than annually. STFPHC requires that these contractors provide copies of current licenses, certifications, equipment and/or facility inspections, etc., and STFPHC retains copies on file for review by DSHS/HHSC or other officials as needed. STFPHC works directly with their contractors to monitor the contracts and clinical services that contractors deliver. Contractors are monitored for compliance with nationally recognized standards of care, billing, coding, programmatic requirements, etc. STFPHC ensures contractors are trained to understand: 1) how to work with STFPHC clients, 2) never to charge STFPHC clients for services, 3) how and when to bill STFPHC and receive reimbursement from STFPHC for services rendered, 4) exactly what services are allowed and what levels of reimbursements are expected, 5) exactly what paperwork is required with each services ordered, 6) how to communicate with STFPHC about any budgeting or management processes and any other issues in good faith, and 7) how to refer clients into STFPHC programs who may need the agency's services.

3d. STFPHC monitors and evaluates all contractors thru the QA/QI process and reviews the feedback from client satisfaction surveys. The agency utilizes all the same tools and activities that ensure high quality care is delivered to each client. STFPHC verifies that contractors maintain effective certifications, licensures, and that they test and inspect their equipment and maintain necessary trainings and CEUs, etc. Contractors at STFPHC work directly at the various clinics on-site providing direct services and/or are directly reimbursed for high-level surgical/medical procedures. Depending on the function that is filled by the contractor (as a hospital, independent physician, independent clinician, laboratory, and/or radiological facility, etc.), STFPHC monitors and evaluates the performance of the contract, direct delivery of services, administrative and financial requirements such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each sub-contractor as expected from their contract no less than annually. STFPHC requires that these contractors provide copies of current licenses, certifications, equipment and/or facility inspections, etc., and STFPHC retains copies on file for review by auditors and other officials as needed.

4a. The STFPHC **Family Planning Program promotion plan for the period July 1, 2016 thru August 31, 2017** shall allow STFPHC **to serve 5,603 unduplicated persons** in 2015. The plan itself is based on the assessment of the needs within the STFPHC service area. The plan is best described as follows: The purpose of the plan is to *educate* communities about family planning, women's health care, and men's health care; *inform* the public about the purpose and services available thru South Texas Family Planning & Health Corporation; *enhance* community understanding of the agency's objectives; *disseminate education and information* regarding women's health, men's health, and family planning services; inform the community about *LARC's,* including the availability and the benefits of such methods; *enlist community support*; *recruit* potential clients for the Family Planning Clinics/Men's Health Centers; and to *focus on reducing adolescent pregnancy rates* and prevention/awareness of STD/HIV-AIDS.

4b. **Implementation and evaluation strategies** for the **Family Planning Program promotion plan for the contract period July 1, 2016 through August 31, 2017,** have resulted in highly effective outcomes, maximum participation, and success. *Implementation strategies* include: STFPHC administration and operation of 6 Family Planning Clinics/Men's Health Centers that deliver primary health care; 4 Natural Family Planning Centers; and 1 Health Education Services Project. Educational and Information activities include: provision of *community presentations* to small and large groups, other agencies, parents, etc.; *participating and attendance at community health fairs/community events* by STFPHC Community Health Workers about family planning-women's health, and men's health services, long-acting reversible contraceptives, clinic sites, and other appropriate information; *marketing and media campaign* that includes promotion of the program and agency services to the community thru use of all forms of social media such as the Internet, Facebook, Instagram, Twitter, webpages; *Public Service Announcements* for radio and television; advertisements in newspapers, newsletters, bulletins, sale circulars, etc., to inform the community about family planning, women's health, men's health services available and how to access these services and where; and to utilize the agency's *Patient Recruitment Incentive Plan* that takes advantage of existing clients by using word-of-mouth recommendations to generate more clients and public notice. All these implementation activities shall be funded thru the state family planning program. STFPHC also requires and allows agency *personnel to participate in* local school district advisory councils, serve on the boards that govern them, serve on church, youth groups, and local planning committees, participate in PTA's, join community and civic organizations, and other groups to increase awareness within the community about STFPHC and the organization's services. *Evaluation strategies* for the Family Planning Program promotion plan consist of qualitative, subjective, and non-subjective tools that measure effectiveness and outcomes of the educational program/community event/health fair participation, etc. Evaluation tools include a presenter-group interaction tool which evaluates staff knowledge and abilities when conducting community/group education, along with other management tools that compare overall attendance at fairs/community events vs. new clinic clients entering for services as a result of the fair/event.

4c.Outreach plan, strategies for marketing. The **collaborative efforts with other providers are imperative to agency success.** STFPHC collaborates with area health

care providers in each of the communities served thru coordination of programs, collaboration to plan and provide community events, participation in school district advisory committees and other local committees where client referrals for STFPHC services come from. STFPHC collaborates by allowing staff participation in local civic groups, service on other groups that work with similar populations within the community, and by keeping constant communication with local event planning coordinators, media, and news reporters. STFPHC provides community assist in the planning and development of various community-wide events, including health fairs, neighbor's night out, HIV awareness walk, Diabetes run, and works with several local hospitals, HHSC offices, homeless shelters, food pantries, and other organizations which serve the same client populations. These collaborations and partnerships allow bi-directional referrals for services and increase the continuity of care between STFPHC and the greater community at large. The STFPHC **outreach and marketing plan** includes the planning, attendance, provision of no less than 12 community presentations; and participation in 4 of the area's largest health fairs. Strategies for marketing include sponsorship at several community events, utilizing materials available by the state to develop and create a media campaign to attract new clients into the agency, and work with local news reporters to develop story lines based on monthly awareness campaigns that are related to family planning, women's health, and men's health. All of these plans and activities shall be funded thru the state family planning program and shall be provided to increase the number of persons utilizing the program who may not know that the program exists.

5a. STFPHC clinics to deliver high quality family planning services and utilizes effective processes that ensure the provision of services will be available to state FPP eligible clients throughout the contract term by utilizing budgets, monitoring unduplicated client counts, program service utilization, and management reports to administer the program. The STFPHC budget design process begins with the board of directors. The board develops and approves an annual budget for each program and all budget revisions thereafter, with the support of the executive director, fiscal services director, medical director, and clinic services director. The budget takes into consideration the size and scope of the contract, the expected deliverables with each contract, the total number of FTE's required to deliver high quality services for family planning, the type of personnel needed to provide medical and educational services, the number of individuals expected to be served by each program, the time frame of the budget, the amount of supplies, travel, and other expenditures/items needed to operate a financially sound and highly quality family planning program. The board then directs the executive director, fiscal director, and medical director to implement the budget as developed and planned. Budget implementation includes communication to project directors who manage the budget regarding measurable service delivery goals, number of persons to be served by that budget, time frame for delivery, and type of services to be delivered, along with categorical and line item expenditures allowed based on anticipated revenues for the contract period. The budget categories and underlying line items are monitored for planned vs. actual revenues/expenses by the fiscal services director. The clinic services director and medical director monitor the service delivery plan, data reports submitted by clinic coordinators, number of persons served vs. number planned for the time period, the cost of supplies and visits on a weekly basis. The executive director organizes monthly meetings with the project directors. Each director reports on current status (planned results vs. actual achieved) for the time period. Corrective actions are

discussed and taken to ensure goals are met, fund and adequately utilized, and that clients can depend on the receiving services during the entirety of the contract term. The executive director also reports to the board of directors each quarter regarding the budget categories and line items for family planning; the planned vs. actual results for the time period, expenses incurred, number of clients served, etc. These internal activities have proven highly effective in delivering comprehensive family planning and women's health services in the communities served by STFPHC for the past 44 years and have created an environment that clients trust. The process mentioned herein will ensure ensure the provision of services will be available to FPP eligible clients throughout the contract term.

6. The role of the STFPHC Quality Assurance/Quality Improvement Committee (QA/QI) is to ensure the delivery of high quality, comprehensive services for all clients, in a cost-effective manner designed to enhance patient care and eliminate or minimize problems related to the delivery of quality care, within the framework of current standards and contracts. The QA/QI is managed by the *Medical Director* with assistance from the *Assistant Medical Director* and the *Clinic Services Director,* who are the persons responsible for maintaining processes utilized to monitor services outlined in the agency's QA/QI plan, such as: scheduling monitoring activities quarterly, reporting on those activities, working with the staff development coordinator to incorporate trainings based on identified trends, updating and approving the policies at least annually, and then communicating them to the entire agency. Staff, along with their qualifications, that sit on and participate in QA/QI processes include: *Medical Director*, OB-GYN, FACOG, with over 50 years of medical experience and over 10 years of direct experience with publicly funded programs here at STFPHC; the *Assistant Medical Director*, MD, and general surgeon that has over 40 years of medical experience and over 10 years of direct experience with publicly funded programs here at STFPHC; the *Clinic Services Director*, that has over 15 years of medical experience and over 8 years of direct experience with publicly funded programs at STFPHC along with a Community Partner Program Navigator Certificate and recognition as a Certified Community Health Worker by DSHS; one *clinician* that is an Advanced Practice Registered Nurse certified in Women's Health and Pediatrics with over 5 years of experience at STFPHC and 10 years in other publicly funded settings; the *Executive Director*, with an Bachelor in Business Administration and Master of Public Administration and over 27 years of direct experience with publicly funded programs as STFPHC; the *Educational Director is responsible for recruitment and retention of clients* and she holds a Master of Science degree in in Counseling, is also a former teacher of the local school district, a certified by DSHS as a Community Health Worker, is designated as a Navigator by the Community Partner Program, and is a Certified Application Counselor for the ACA; the *Fiscal Services Director*, with a Bachelor of Business Administration with an emphasis in Accounting and over 11 years of experience with state and federal grant funds, state and federal accounting requirements, and financial audits at STFPHC; The *Health Information/Legal & Billing Director* with a Bachelor of Science in Criminal Justice, an ICD-10 coding certificate, a Professional Biller Certificate from AAPC, is recognized as a certified Community Health Worker by DSHS, certified as a Community Partner Program Navigator, and a recognized as a Certified Application Counselor for ACA with over 10 years of experience; the *Assistant Clinic Service Supervisor* with over 20 years of direct experience at STFPHC managing and delivering publicly funded programs, recognition as a Certified Application Counselor for ACA, certified by the Community

Partner Program as a Navigator, and recognized by DSHS as a certified Community Health Worker; and one *Clinic Coordinator*, that has over 26 years of experience at STFPHC delivering publicly funded programs, recognition as a Certified Application Counselor for ACA, certified by the Community Partner Program as a Navigator, and recognized by DSHS as a certified Community Health Worker .

The Medical Director is directly involved in the Quality Assurance activities and is the lead person responsible in ensuring that activities of the Quality Assurance System remain on-going and effective, in all areas that are reviewed, including administrative, facility, pharmacy, clinical, and education/outreach efforts. From the daily activities of service delivery, medical record reviews, on-site observations & evaluation of staff and facilities, to analyzing results of client surveys, staff development training, and presiding over the annual face-to-face meeting of the committee, the STFPHC *Medical Director is an integral part of the Quality Assurance System and its on-going activities*. During the process of monitoring the agency's services, systems, staff, and facilities, several essential tools are used to identify patterns that help reduce or eliminate problems in the delivery of quality care. The Audit Tools are designed to check for standards and protocols as set forth by DSHS and STFPHC for risk management. Each of these activities is tracked, monitored frequently, and documented. The Quality Assurance System has a process for corrective actions and follow-up to findings. Corrective actions are taken immediately. The action taken depends on the severity of the weakness or trend identified. As outlined in the organization's personnel policies all employees are held accountable for their actions. Activities for corrective action are as follows: *Wrap-Up Review of Findings*; *One-on-One Formal Action; Group Action (Staff meetings/training resulting from an audit; Personnel Action from reprimand up to termination;* and depending on how serious the findings are, a person or site can be placed on *Accelerated Monitoring.* The Agency has a process for identifying project performance and outcome measures (QI) that includes set goals related service outcomes and meeting the needs of clients (unduplicated numbers served and monitoring of the agency's contractor objectives) and other goals based on community needs assessment. Each clinic site enters tracking information into the medical system and tracks medical and performance data as needed. The Clinic Services Director analyzes the data and implements a plan with corrective actions as needed. Utilization and Frequency of Client Satisfaction surveys are an important part of the Quality Assurance System. STFPHC conducts Client Satisfaction Surveys to a random sample of up to 10% of new/annual clients, every quarter. There is a series of four separate survey forms, which measure various components of client satisfaction (waiting time, convenience of hours, accessibility of services, staff courtesy, clinic comfort level, information & education received, services rendered, patient knowledge before & after our services, behavioral changes, etc.). The QA committee reviews the results and develops a course of action or plan of recognition depending on the results. Adverse outcomes are formally identified, reviewed, reported, and monitored by the QA committee at least every quarter. Adverse outcomes include, but are not limited to unplanned events or conditions that happen to a client because of services rendered to them by our agency. STFPHC reviews adverse outcomes such as: abnormal pap smears, abnormal breast exams, abnormal in-house lab results, positive STD's, unintended positive pregnancies, adverse method and medication reactions, and referrals to other medical providers. With all adverse outcomes, the STFPHC clinicians identify, review, and detail a plan of action for patient care and monitor it for adherence. The actual organizational process to develop agency protocols and SDO's involves a meeting of the QA committee to review current protocols/SDO's, consider new or revised

protocols/SDO's, decide on training needs that are necessary, and rationale for proposed protocol/SDO. The *Medical Director* then researches for standards from medical associations, those required by funding sources (Quality Care for Public Health Community Clinics, HHSC, DSHS, QFP, nationally recognized guidelines and standards of care, etc.), other Program Specific rules & regulations (including Class D Pharmacy), and Texas Board of Medical Examiners rules & regulations, etc. The Medical Director reports back to the QA committee to discuss his findings and makes a decision recommendation to add/revise or not. Based on the decision recommendation, the Medical Director then writes the protocol/SDO and forwards it to the Clinic Services Director for staff implementation and training. The Medical Director is responsible for updating the Protocols and Standing Delegation Orders and for conducting an *annual review* of both, with assistance from the Clinic Services Director. All medical staff that provide services at STFPHC who fall under the Agency Protocols and/or SDO's (Clinicians, Clinic Coordinators, CHW/Clinic Specialists) must follow the protocols and SDO's and must sign-off acknowledging their understanding of them and adherence to follow them as written, annually. Mid-Level Clinicians have separate medical protocols that delegate specific duties and functions to them as approved by the Medical Director. Mid-Level protocols are also reviewed annually and approved by the Medical Director, who is responsible for their update. Similarly, they must be signed-off by the mid-level practitioner acknowledging their understanding and adherence.

7. The South Texas Family Planning & Health Corporation Family Planning Services Medical Director license remains current and valid on file with the Texas Medical Board and has not changed since the previous submission.

8a. The C.V. for ALBERTO E. DE LA GUARDIA (MEDICAL DIRECTOR), M.D., OB-GYN, FACOG, has not changed from the previous submission.

8b. The C.V./RESUME for MARTHA F. ZUNIGA, MPA (EXECUTIVE DIRECTOR) has not changed from the previous submission.

8c. The C.V. for SUZANNE WHITE (CLINIC SERVICES DIRECTOR), P.A.-C, has not changed from the previous submission.

FORM E: FAMILY PLANNING PROGRAM FUNDING REQUEST & PROPOSED NUMBER OF UNDUPLICATED CLIENTS

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

A. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

B. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Fee-for-Service Amount	$798,425
Cost Reimbursement Amount	$798,425
Total Amount	**1,596,850**

The number of Unduplicated Clients an Applicant intends to serve through the Family Planning Program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this open enrollment. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. This total should be an estimate of the number of Unduplicated Clients the Applicant proposes to serve at the Family Planning Program clinic sites included in its application. Use the following average cost per Client OR submit an explanation of the average used by the agency**: $285.00.**

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	**Proposed Number of Unduplicated Clients**
July 1, 2016 – August 31, 2016 -- FY'16	803
September 1, 2016 – August 31, 2017 -- FY'17	4,800
Total Number	**5,603**

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of $285.

n/a

Attachment C – Contractor’s Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Budget Categories	Total Family Planning Program Budget (1)	HHSC Share Categorical & FFS (2)	Patient Co-Pays To Be Collected (3)
A. Personnel	$524,092	$524,092	$0
B. Fringe Benefits	$78,614	$78,614	$0
C. Travel	$21,339	$21,339	$0
D. Equipment	$17,000	$17,000	$0
E. Supplies	$337,730	$337,730	$0
F. Contractual	$149,996	$149,996	$0
G. Other	$322,911	$322,911	$0
H. Total Direct Costs	$1,451,682	$1,451,682	$0
I. Indirect Costs	$145,168	$145,168	$0
J. Total (Sum of H and I)	$1,596,850	$1,596,850	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	$524,092	$524,092	Fringe Benefits	$78,614	$78,614
	Travel	$21,339	$21,339	Equipment	$17,000	$17,000
	Supplies	$337,730	$337,730	Contractual	$149,996	$149,996
	Other	$322,911	$322,911	Indirect Costs	$145,168	$145,168

TOTAL FOR:	Distribution Totals	$1,596,850	Budget Total	$1,596,850

List any budget assumptions below:
No Assumptions being made.

Revised: 11/18/2009

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Executive Director (E)	N	Provides programmatic oversight & accountability for organization	0.05	Master Degree	$6,000.00	14	$4,200
Billing and Reimbursement Director (E)	N	Provides Medical Billing, CPT Coding, Legal Research on policies, procedures	0.2	Bachelor's Degree and Coding Certified	$4,100.00	14	$11,480
Fiscal Services Director (E)	N	Provides Financial Accountability for organization	0.5	Bachelor Degree	$5,200.00	14	$36,400
Educational Director (E)	N	Assists in providing programmatic oversight and provides education	0.25	Master Degree	$5,271.31	14	$18,450
Clinic Services Director (E)	N	Provides programmatic oversight & accountability	0.2	PA Medical License	$5,800.00	14	$16,240
Quality Assurance Director/Clinician (E)	N	Provides risk management oversight and exams/direct patient care	0.2	APRN Medical License	$5,800.00	14	$16,240
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.3	Diploma	$3,000.00	14	$12,600
Clinic Specialist, CHW (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
					TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS		$334,562
					SalaryWage Total		$524,092

FRINGE BENEFITS — **Itemize the elements of fringe benefits in the space below:**

Non-Optional Benefits: Worker's Compensation; Social Security; Medicare and Optional Benefits: Retirement, Health

Fringe Benefit Rate %	15.00%
Fringe Benefits Total	$78,614

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
IT Support (E)	N	Provides network and computer programming supervision	0.01	Certificate	$2,600.00	14	$364
IT Support (E)	N	Provides NFP education	0.01	Certificate	$2,500.00	14	$350
Asst. Clinic Services Supvr., CHW (E)	N	Provides support and assistance to Clinic Svs. Director and QA director	0.5	CHW Certificate	$3,100.00	14	$21,700
Bookkeeper (E)	N	Provides data entry into accounting system and assists Fiscal Director	0.5	Diploma	$2,200.00	14	$15,400
IT Supervisor (E)	N	Provides network and computer programming supervision for E.H.R./Billing	0.01	Associate Degree	$3,631.00	14	$508
Administrative Assistant, CHW (E)	N	Provides clerical support	0.5	Diploma/Certificate	$1,900.00	14	$13,300
Administrative Assistant (E)	N	Provides clerical support	0.5	Diploma	$1,900.00	14	$13,300
Medical Director (E)	N	Provides medical oversight & accountability	0.3	MD, OB-GYN Medical Licens.	$9,000.00	14	$37,800
Asst. Medical Director (E)	N	Provides medical oversight & accountability	0.3	MD, Medical License	$8,800.00	14	$36,960
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
					SalaryWage Total		$181,682

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
					SalaryWage Total		$152,880

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
State Family Planning Program Training	Attend New Contractor Training Orientation for the SFPP Program	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
ICD-10 Billing and Coding Conference	AAPC Conference for Billing Director to remain in compliance with required claim submission	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Total for Conference / Workshop Travel $3,300

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Educational Director/CHW to provide presentations in community at churches, schools, social service entities, etc., about SFPP services throughout the	15000	$0.555	$8,325		$8,325
Clinic Services Director - travel to SFPP clinic sites to provide monitoring and oversight, medical services, review files, do staff observations, etc., at six clinics	5000	$0.555	$2,775		$2,775
Executive Director - travel to site locations to monitor, review, evaluate, and oversee services at all service sites	2500	$0.555	$1,388		$1,388
Clinic Coordinators and CHW/FP Specialists - to travel to other sites and fill in as needed during staff vacations, shortages, special clinic sessions, health	5000	$0.555	$2,775		$2,775
Fiscal Services Director and Bookkeeper - to perform internal fraud and abuse audits on clinics at all service sites	2500	$0.555	$1,388		$1,388
QA Director/Clinician - to perform quality assurance audits on clinic sites, review charts, provide direct services to patients, etc. at all service locations	2500	$0.555	$1,388		$1,388
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $18,039

Other / Local Travel Costs: $18,039 **Conference / Workshop Travel Costs:** $3,300 **Total Travel Costs:** **$21,339**

Indicate Policy Used: **Respondent's Travel Policy** **State of Texas Travel Policy**

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Exam Tables - ADA compliant	To provide examinations and treatments for SFPP clients for use in exam room	2	$8,500	$17,000
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$17,000**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
Office Supplies	General Office Supplies needed to support SFPP services delivered. No item has a unit cost greater than $499	$25,000
Medical Record Supplies	General Medical Record Supplies needed to support SFPP Services delivered. No item has a unit cost greater than $499	$5,000
Clinic Supplies	General Clinic Supplies needed to support SFPP Services delivered. No item has a unit cost greater than $499	$65,000
Immunizations	General Vaccines for SFPP eligible clients. No item has a unit cost of greater than $499	$5,000
Educational Materials	General Educational Supplies and Materials needed to support SFPP Services delivered. No item has a unit cost greater than $499	$10,000
Contraceptives	General Contraceptive Supplies-For stocking Class D Pharmacy. Methods needed to support SFPP Services delivered. No item has a unit cost greater than $499	$181,130
Janitorial Supplies	General Janitorial Supplies needed to support SFPP services delivered. No item has a unit cost greater than $499	$10,000
Program Promotion Supplies	General Supplies need to promote program. No item has a unit cost greater than $499.	$11,600
Laboratory Supplies	General Lab Supplies needed to support SFPP Services delivered. No item has a unit cost greater than $499	$10,000
Rx, Tx, Vaginitis, Cervicitis Supplies	General Medication and Treatment Supplies needed to support SFPP Services delivered. No item has a unit cost greater than $499	$15,000
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$337,730**

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Raleigh Smith, MD	Oversees/Monitors medical services	Asst. Medical Director Services provides professional SFPP care/services	monthly	12	$800.00	$9,600
Theresa Trevino Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$800.00	$9,600
Suzanne White, PA	Assists in Overseeing medical svcs/staff	Clinic Svs. Dir. and provides pt. exams, treatments, etc.	monthly	12	$1,533.00	$18,396
Andrew Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Dr. Esther Khatibi	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Donna Broach, APRN	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Patricia Olenick, CNMW	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$600.00	$7,200
Dr. Connor Chase	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$600.00	$7,200
Dr. Roland Vega, OB-GYN	Performs LEEPS, cervical, sterilization, other SFPP svcs	Provider Services for SFPP allowable treatments & diagnoses	Unit Cost	5	$500.00	$2,500
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$59,500

Total Amount Requested for CONTRACTUAL: **$149,996**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Charles Kirkham	Sterilization/Infertility/SFPP Services	Performs Sterilization/Infertility/ SFPP services for clients	unit cost - $500/pt.	5	$500.00	$2,500
Care Regional Hospital	Use of Hopsital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00	$12,000
Christus Spohn Hospital	Use of Hospital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00	$12,000
Stan Gierhan, Rph	Pharmacist-In-Charge for FP clinics	Pharmacist required for Class D licenses.	Monthly	12	$650.00	$7,800
Radiology Associates	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00	$1,200
Christus Spohn Radiology Department	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00	$1,200
Corpus Christi Medical Center (all campuses)	X-Rays, Ultrasounds, and Radiological Svcs.	Facility and Radiological Diagnostic Svcs. For clients	Unit Cost - $100/pt	12	$100.00	$1,200
Dr. Stan Shoemaker	SFPP tx & dx/ Infertility services/steriliz'n	Performs SFPP diagnosis & treatments/sterilizations/etc.	Unit Cost - $200/pt	5	$200.00	$1,000
Dr. Martin Boyd	SFPP tx & dx/ Infertility services/steriliz'n	Performs SFPP diagnosis & treatments/sterilizations/etc.	Unit Cost- $200/pt	5	$200.00	$1,000
Quest Laboratories	Laboratory Services	Lab Services for preventative primary care screening/dx	Unit Cost - $25/pt	200	$25.00	$5,000

Total Amount Requested for CONTRACTUAL: **$44,900**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
Raleigh Smith, MD	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Theresa Trevino Arthur, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Suzanne White, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Andrew Arthur, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Dr. Esther Khatibi	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Donna Broach, APRN	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Patricia Olenick, CNMW	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Dr. Connor Chase	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Center for Disease Detection Laboratory	Laboratory Services	Lab Services for preventative primary care screening/dx	Cost Reimbursmt.	200	$25.00	$5,000
						$0

Total Amount Requested for CONTRACTUAL: **$14,600**

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Total amount of indirect costs allocable to the project: **Amount:** $145,168

Indirect costs are based on (mark the statement that is applicable):

	The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**	**RATE:** **BASE:**
_____		
	Applies only to governmental entities . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**	**RATE:** **TYPE:** **BASE:**
_____		
	Cost Allocation Plan approved by the Department of State Health Services is a **10% de-minimus** amount of the Total Budget. Cost Allocation Plan is attached.	
X		

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Personnel, Fringe Benefits, Contractual, Supplies, and Other Costs from the Categorical Budget to apply the 10% de-minimus total budget cost allocation rate plan as approved by the Texas Department of State Health Services for the agency.

FORM F - 7 Indirect Costs

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Total amount of indirect costs allocable to the project: **Amount:** $145,168

Indirect costs are based on (mark the statement that is applicable):

	The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**	**RATE:** **BASE:**
_____		
	Applies only to governmental entities . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**	**RATE:** **TYPE:** **BASE:**
_____		
	Cost Allocation Plan approved by the Department of State Health Services is a **10% de-minimus** amount of the Total Budget. Cost Allocation Plan is attached.	
X		

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Personnel, Fringe Benefits, Contractual, Supplies, and Other Costs from the Categorical Budget to apply the 10% de-minimus total budget cost allocation rate plan as approved by the Texas Department of State Health Services for the agency.

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $0 **Total Travel Costs:** **$0**

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**

Total Amount Requested for Supplies: **$0**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **South Texas Family Planning & Health Corporation (STFPHC)**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**

Total Amount Requested for Supplies: **$0**

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: $0

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: $0

Revised: 7/6/2009

Attachment D – Contractor’s Original Application

Texas Health and Human Services Commission – Family Planning FY17 Open Enrollment

FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

APPLICANT INFORMATION

1) LEGAL BUSINESS NAME: South Texas Family Planning & Health Corporation (STFPHC)

2) MAILING Address Information (include mailing address, street, city, county, state and zip code):
4455 South Padre Island Dr., Ste. #29; Corpus Christi (Nueces County), TX, 78411

3) PAYEE Name and Mailing Address (if different from above):
Same

4) DUNS Number (9-digit): 012532271

5) Health and Human Service Region: 11

6) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or **Social Security Number** (9 digit): 17417286212000

The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

7) TYPE OF ENTITY (check all that apply):

☐ City	X Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:* 00308146

8) BUDGET PERIOD: **Start Date:** July 1, 2016 **End Date:** August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions) INCLUDED

10) PRIMARY PLACE OF SERVICES PROVIDED: Aransas, Bee, Kleberg, Nueces, and San Patricio Counties

11) TOTAL FUNDING REQUESTED:

Fee for Service: $887,139	Categorical: $887,139

12) PROJECTED EXPENDITURES

Does Applicant's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for Applicant's current fiscal year (excluding amount requested in line 9 above)? **

Yes X No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*

13) FAMILY PLANNING (FP) PRIMARY CONTACT PERSON
Name: Martha F. Zuniga
Phone: 361-855-7333
Fax: 361-851-2067
Email: MarthaZuniga@STFPHC.org

14) FINANCIAL OFFICER
Name: Richard R. Tapia
Phone: 361-855-7333
Fax: 361-851-2067
Email: MarthaZuniga@STFPHC.org

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in **APPENDIX I: HHSC Assurances and Certifications**. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

15) AUTHORIZED REPRESENTATIVE
Name: Martha F. Zuniga
Title: Executive Director
Phone: 361-855-7333
Fax: 361-851-2067
Email: MarthaZuniga@STFPHC.org

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE

17) DATE
06-14-16

Form A-1 -- APPLICATION NARRATIVE

➢ Quality Assurance/Quality Improvement Staff**********

JOB DESCRIPTION

POSITION TITLE: **MEDICAL DIRECTOR**
REPORTS TO: **Executive Director and Board of Directors**
TYPE OF POSITION: **Contractual Medical/Supervisory** **STATUS:** *exempt*

GENERAL DESCRIPTION:
The Medical Director of the Agency provides overall supervision and coordination of medical services provided by the Agency. Serves as the leader of the Quality Assurance System and is responsible for all Medical Services provided by the agency.

ESSENTIAL FUNCTION/RESPONSIBILITIES:
1. Oversees the supervision and coordination of medical services provided at all agency medical clinics & educational sites.

2. Assumes responsibility for various day-to-day medical services provided by the agency either by delegation order or direct provision. Participates in the day-to-day activities of the quality assurance system of STFPHC and is the person overall responsible for quality assurance/improvement, along with the Executive Director and Board of Directors.

3. Provides professional guidance & participates in the development, implementation, and maintenance of quality assurance activities particularly those related to medical practice, including mechanism for peer review & investigations, and medical records quality.

4. Supervises all clinic sites, clinicians (nurse practitioners, Physician Assistants, physicians), and travels regularly. Helps provide training to staff in areas delegated to them. Authorizes the prescriptive authority to mid-level clinicians.

5. Provides medical guidance & professional assistance in development and periodic review of patient care policies including health maintenance schedules & continuity of care and attend mandatory staff trainings/meetings.

6. Reviews and establishes protocols/standards, medical and standing orders for the agency clinic staff and mid-levels.

7. Provides professional assistance in development and standing orders for the agency clinic staff.

8. Respects and guards the confidentiality of all client information, and carries a 24 hour beeper that must be responded to immediately.

QUALIFICATIONS:
The Medical Director should possess the following personal and professional qualifications:
1. Be a **physician licensed to practice medicine in Texas**. Possess an adult CPR/AED and First Aid certificate or the ability to get such within 3 months of contractual work. It is preferred the medical director specializes in OB/GYN or family practice.
2. Should have experience in general health care delivery.
3. Ability to work and communicate effectively with the public as well as private sector of their profession.
4. Practical knowledge of physiological, social & cultural differences between people & cultures, and must be able to treat all patients with courtesy, dignity, and respect.
5. One year prior experience in federal projects or public health administration is preferred.
6. Must possess a high degree of initiative, resourcefulness, judgment, intelligence, and personal integrity.
7. Must provide proof and documentation of mal-practice insurance.
8. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
9. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, HTW, EPHC, PHC, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:
The Medical Director works Monday - Sunday as needed, and is on call 24 hour per day, 7 days per week.

JOB DESCRIPTION

POSITION TITLE: **ASST. MEDICAL DIRECTOR**
REPORTS TO: **Executive Director and Medical Director**
TYPE OF POSITION: **Contractual Medical/Supervisory** **STATUS:** *contract-exempt*

GENERAL DESCRIPTION:
The Asst. Medical Director of the Agency provides supervision and coordination of medical services provided by the Agency. Serves on the Quality Assurance Committee, along with the Medical Director and is also responsible for Medical Services provided by the agency.

ESSENTIAL FUNCTION/RESPONSIBILITIES:

1. Oversees the supervision and coordination of medical services provided at all agency medical clinics & educational sites, along with the Medical Director .

2. Assumes responsibility along with Medical Director for various day-to-day medical services provided by the agency either by delegation order or direct provision. Participates in the internal activities of the quality assurance system of STFPHC and is the 2nd person overall responsible for quality assurance/improvement, along with the Executive Director, Medical Director, and Board of Directors

3. Provides professional guidance & participates in the development, implementation, and maintenance, of quality assurance activities particularly those related to medical practice, including mechanism for peer review & investigations, and medical records quality.

4. Supervises the clinic sites along with the medical director and the agency clinicians at the various clinics and travels to all sites regularly. Helps provide training to staff in areas delegated to them. Authorizes the prescriptive authority to mid-level clinicians.

5. Provides medical guidance & professional assistance in development and periodic review of patient care policies including health maintenance schedules & continuity of care and attends mandatory staff trainings/meetings.

6. Reviews and establishes and formally delegates protocols/standards, medical and standing orders for the agency clinic staff and mid-level clinicians by direct oversight and prescriptive authority delegation, along with the Medical Director.

7. Provides professional assistance in development and standing orders for the agency clinic staff along with Medical Director.

8. Respects and guards the confidentiality of all client information, and responds to agency needs immediately.

QUALIFICATIONS:
The Asst. Medical Director should possess the following personal and professional qualifications:

1. Be a **physician licensed to practice medicine in Texas.** Possess an adult Health Care Provider CPR/AED and First Aid certificate or the ability to get such within 3 months of contractual work. It is preferred the Assistant Medical Director specializes in Family Practice, Primary Health Care, and have some experience with family planning and/or women's health.
2. Should have experience in general health care delivery.
3. Ability to work and communicate effectively with the public as well as private sector of their profession.
4. Practical knowledge of physiological, social & cultural differences between people & cultures, and must be able to treat all patients with courtesy, dignity, and respect.
5. One year prior experience in federal projects or public health administration is preferred.
6. Must be willing and able to travel at all times and always have a valid driver's license and maintain all other

required state and federal licenses as active.
7. Must possess a high degree of initiative, resourcefulness, judgment, intelligence, and personal integrity.
8. Must provide proof and documentation of mal-practice insurance with STFPHC being "additionally insured" or be able to be added to the STFPHC group insurance for only work done for and with STFPHC as the Assistant Medical Director.
9. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
10. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, HTW, PHC, EPHC, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:
The Medical Director works Monday - Sunday as needed, and is on call 24 hour per day, 7 days per week.

JOB DESCRIPTION

POSITION TITLE: **CLINICIAN (Physician or mid-level APRN, PA, CNS)**
REPORTS TO: **Medical Director and Executive Director**
TYPE OF POSITION: **Contractual/Medical** **STATUS:** *contract-exempt*

GENERAL DESCRIPTION:
The Clinician works at the Family Planning Clinic performing medical exams, handling patient problems, and treating patients as necessary. The clinician serves on the internal quality assurance review team. The clinician MUST be able to work in a fast paced environment, make quick and correct medical decisions, and act professionally at all times with a great bedside manner to ensure clients return for services.

ESSENTIAL FUNCTIONAL/RESPONSIBILITIES:
1. Provides Health History & Physical Exams to all adolescents, men, women, and records findings in the medical record. Reviews all patient record to assess, diagnose, and treat clients and documents in and out of E.H.R. system both quickly, accurately, and completely according to STFPHC procedures, funding sources, standards, protocols, etc.
2. Diagnoses and Prescribes patient treatment, including client requested methods of any FDA approved birth control methods without bias or personal judgment to compliment client's reproductive life plan. This includes the insertion and removal of contraceptive IUD's and Implants and any new and emerging methods of FDA approved birth control that comes into the market. Complies with Protocols & Standards.
3. Tests and Diagnoses pregnancies, diabetes, hypertension, and many other acute and/or chronic illnesses through lab results, assesses patients, orders referrals, and follow-ups.
4. Assumes responsibility for various day-to-day medical services provided by the agency either thru delegation or direct provision.
5. Reviews all problems records and serves as on the Quality Assurance/Improvement committee (internal compliance). Travels regularly to all clinic sites/service sites as requested.
6. Orders and/or does education & patient counseling, referrals and follow-ups, evaluates lab results, and provides phone orders.
7. Orders contraceptive methods & medical prescriptive drugs as required and follows *Quality Family Planning Standards* and other *nationally recognized standards of care* for screening, assessing, diagnosing, and treatment.
8. Evaluates clinical staff and works quickly and accurately to ensure volume of patients and clinic flow are smooth and constant with average times spent in exam room so that bottlenecks or problems are not created because the clinician is not processing enough clients within the required time frame.
9. Provides input & in-service for staff development/training. Attends annual conferences and staff meetings/trainings.
10. Follows programmatic guidelines, standards, and rules & regulations for Family Planning Clinics, Primary Health Care, and Women's Health.
11. Respects and guards the confidentiality of all client information and is asked to respond to clinic needs 24 hrs. per day.

QUALIFICATIONS:
The contract clinician should possess the following personal and professional qualifications:

1. Be a **license physician to practice medicine in Texas, a licensed Nurse Practitioner or Physician Asst. in the field of OB/GYN, Family Practice, Women's Health, or other related field.** An adult CPR/AED and First Aid Certificate is required or the ability to get such within 3 months of employment.
2. Should have experience in Family Planning or general health care delivery.
3. Must work quickly, be medically decisive, always work towards improving pace of services and volume of clients being served.
4. Have some knowledge of health care and public administration and be able to work as late as needed to serve all clients.
5. Ability to work with others and express professional courtesy to all patients and staff treating them with the utmost dignity and respect.
6. Must want to work as a team with all clinic staff at all sites to create positive environment with smooth clinic flow and contribute to the reduction of any barriers for service delivery that may be identified.
7. Must carry medical liability/mal-practice insurance and add STFPHC as an "additional insured" or must be able to be added to the STFPHC medical liability insurance. Must always have reliable transportation to travel.
8. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employee's/contractor's personnel file.
9. Must be committed to the goals of the agency and its programs and encourage the community to utilize services of STFPHC. Programs include Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, Expanded and/or Primary Health Care, TWHP-HTW, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:
The clinician works throughout the week as scheduled (mornings, afternoons, and/or evenings), and is on call 7 days per week as necessary. On contract is paid for 4 hour slots at the clinic. One day may include 3 separate 4 hour slots or 2 separate 4 hour slots.

JOB DESCRIPTION

POSITION TITLE: **CLINIC SERVICES DIRECTOR**
REPORTS TO: **Medical Director and Executive Director**
TYPE OF POSITION: **Administrative/Supervisory Medical** **STATUS:** *EXEMPT*

GENERAL DESCRIPTION:
The Clinical Services Director (CSD) works at, directs, oversees, and supervises all the family planning clinics and staff of South Texas Family Planning as ordered by the Medical Director. The CSD works directly one-on-one with patients, including examinations and treatments. This position includes administrative and operational work. Works directly under and with the Medical Director and Executive Director. This position covers several counties throughout South Texas.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:
1. Supervises Clinic Staff, clinical/medical activities, and patient services providing communication linkage between the operational clinic level and the Executive Director. Must be able to travel to all sites. Supervises and evaluates medical healthcare personnel. Enforces policies, protocols, procedures, guidelines, and regulations
2. Provides expertise and consultation in matters relating to general clinic/medical activities and patient services.
3. Assists Medical Director and Asst. Medical Director with the development and implementation of patient care policies.
4. Participates in the planning, implementing, and evaluating of programs, services, & staff, and participates on the Advisory Council.
5. Participates in planning, development, implementation, and evaluation of in-services, other staff training and education programs, with the medical director.
6. Provides guidance, expertise and assistance in the evaluation of the quality and effectiveness of patient services in the Agency Clinics. Serves on the QA/QI committee.
7. Provides technical assistance in initiating change in nursing/staff practice and establishes standards of patient care through discussion & demonstration.
8. Updates and maintains all manuals related to clinical/medical activities annually, and serves on the quality assurance review team.

9. Respects and guards the confidentiality of all client information. Carries/Wears a 24 hr., 7 day per week emergency pager that must be responded to immediately and is responsible for the agency cell phone to handle these emergency calls.
10. Provides Health History & Physical Exams, and records findings in Medical Records.
11. Performs the activities of operational staff occasionally and be familiar with DSHS-HHSC joint standards, FP agency protocols, and NFP program.
12. Does record review of all agency records, client-staff observations, facility reviews, including NFP and evaluate the NFP Services Supervisor.
13. Diagnoses/Prescribes treatment. Tests & Diagnoses pregnancy through lab results & exam as per N.P. Protocols.
14. Educates, counsels, evaluates, assesses patients, does referrals, and follow-ups.
15. Distributes Methods & medical prescriptive drugs, as per Nurse Practitioner Protocols.
16. Serves as otherwise directed by the Executive or Medical Director in an administrative, managerial, or operational manner. Acts as a patient advocate.
17. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC, understanding the community and needs within.
18. Acts in the capacity of QUALITY ASSURANCE Director and directs, schedules, monitors, enforces, and implements activities for which the Quality Assurance Committee is responsible with the Medical Director.

QUALIFICATIONS:

The Clinic Services Director should possess the following personal and professional qualifications:

1. Be an **Advanced Nurse Practitioner**, **Physician Assistant, or Physician** licensed to practice in Texas, with emphasis on OB/GYN, Family Planning, Family Practice, or Women's Health, with at least two years of experience.
2. Be a graduate from an accredited school. Have Adult CPR/First Aid Health Care Provider certificate or be able to obtain such within the first 3 months of employment.
3. Must have a valid driver's license & reliable transportation.
4. Prior experience in Federal Projects or Public Health Administration is preferred.
5. Thorough knowledge of the practice of nursing, clinical specialty, including current practice. skill and expertise of administering and supervising medical and clinical services in publicly funded clinic settings.
6. Must possess a high Degree of initiative, resourcefulness, judgment, intelligence and personal integrity, and have good verbal and written communication skills. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).
7. Must be able to organize and prioritize workload and meet timelines without constant prompting to do so.
8. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
9. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
10. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
11. Must have a **Community Health Worker/Promotora(o)** certificate and obtain the required continuing education credits to maintain certificate from the state.
12. Must have the **2-1-1 Texas Benefits Navigator** certificate and should get training as a **Certified Application Counselor** to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Saturday, with 8+ hours per day as needed and assigned by Supervisor. Evenings, holidays, early mornings, weekends, and comp. time may be required to accommodate clients and clinic schedules without notice, to help with workload, attend community health fairs, outreach events, etc.

JOB DESCRIPTION

POSITION TITLE: **PHARMACIST IN-CHARGE**
REPORTS TO: **Medical Director and Executive Director**
TYPE OF POSITION: **Contractual Pharmaceutical** **STATUS:** *contract*

GENERAL DESCRIPTION:
The Consultant Pharmacist provides pharmaceutical guidance and direction to the Clinics on the Texas Pharmacy Rules and Regulations for Class D Family Planning Clinics.

ESSENTIAL FUNCTIONS/RESPONSIBILITTIES:
1. Gives the clinic guidance on the Texas Pharmacy Rules & Regulations for Class D Clinics.
2. Provides expertise and guidance on matters relating to medications.
3. Conducts an annual Class D Pharmacy In-Service for all staff and communicates no less than monthly with each Class D clinic.
4. Monitors the Drug Formulary and Library, ensuring there are sufficient approved medications in stock.
5. Releases, labels, inventories medications.
6. Updates/maintains Drug Stability, and serves on the Quality Assurance/Improvement Committee. Must attend QA/QI meetings.
7. Completes necessary reports and appear at the clinic when called. Provides phone guidance to all STFPHC staff.
8. Respects and guards the confidentiality of all client information. Travels quarterly or more often to all Class D clinic sites and the administrative office.
9. Performs the quarterly site review and completes necessary reports for all Class D clinics under STFPHC at the clinic sites.
10. Makes quarterly on-site visits or more as needed and does other duties as assigned by administrative staff or supervisor.

QUALIFICATIONS:
The consultant pharmacist should possess the following personal and professional qualifications:
1. Be a **Registered Pharmacist licensed to practice in Texas.**
2. Should have at least 1 year of responsible experience in pharmaceutical dispensing and delivery.
3. Must possess a high degree of integrity and be able to work well and communicate with others.
4. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
5. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, HTW, EPHC, PHC, etc.).

WORK HOURS/ATTENDANCE REQUIREMENTS:
The Consultant Pharmacist must be on-call 7 days a week in order to give guidance to staff 24 hours per day.

JOB DESCRIPTION

POSITION TITLE:	REPORTS TO:	TYPE OF POSITION:
EXECUTIVE DIRECTOR	*BOARD OF DIRECTORS*	*MANAGERIAL/ADMINISTRATIVE*

STATUS: *EXEMPT*

GENERAL DESCRIPTION:

The Executive Director is the administrative manager and program developer of all the Agency Projects which is hired by the Board of Directors to carry out the affairs of the corporation as they set forth. The executive director is overall responsible for the functions of the corporation and projects. The Executive Director seeks continued funding and searches for new sources of revenue for the agency on an on-going basis. The Executive Director also leads the corporation, directs, employs, terminates, and supervises all personnel.

ESSENTIAL FUNCTION/RESPONSIBILITIES:

1. Directs overall administration, fiscal management, coordination, training, planning and program development of the Agency Projects, including doing strategic plans for the agency.
2. Employs, directs, evaluates, promotes, demotes and/or discharge all other personnel as needed.
3. Supervises all contract negotiations with providers and funding sources.
4. Reviews and authorizes all expenditures and disbursements.
5. Serves as the official spokesperson for the corporation, providing liaison between agency and community organizations.
6. Develops methods of appraising all communities in the region of the existence and projects of the corporation.
7. Implements policies set forth by the Board of Directors. Does revenue projections and annual budget.
8. Evaluates and monitors project activities, keeps the Board of Directors informed on matters that affect this agency and matters that require their attention. He/she must understand the goals and priorities of this agency.
9. Writes federal, state, and other grant proposals to seek continuing and new funding for the Agency.
10. Travels to all STFPHC sites, meeting, etc., as necessary. Respects and Guards the confidentiality of all client information. Serves on the agency's QA/QI committee.
11. Attends all Board, committee, and other meetings, conferences and seminars where the Executive Director's presence is necessary. Organizes all Board Meeting Materials and agenda.
12. Carries a 24 hour per day, 7 days per week pager or cell phone that must be worn/carried and responded to immediately.

QUALIFICATIONS:

The Executive Director should possess the following personal and professional qualifications:

1. A particular knowledge of the concept of human and public relations, including psychological, social, and cultural differences between people.
2. The ability to work and communicate with the general public, private individuals, or government officials.
3. A high degree of integrity, resourcefulness, imagination, judgment, initiative, and personal integrity. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).
4. Practical knowledge of administrative and office procedures.
5. Practical knowledge of governmental structure at local, state, and federal levels.
6. A valid driver's license and reliable transportation is required.
7. A Master's Degree in Public or Business Administration or related field with progressively responsible experience in the direction of professional and clerical staff, preferably in the public service programs addressed to the needs of a large target population, and 5+ yrs of experience in a non-profit or public organization.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

Up to 40+ hours work week, Monday - Sunday, with flexible 8-10 hours per day between 7am - 8pm. Weekends, holidays, early mornings, late evenings are occasionally required, with very little notice to attend community events, outreach activities organized by STFPHC, health fairs and other events organized by others, etc.

JOB DESCRIPTION

POSITION TITLE: **EDUCATIONAL DIRECTOR**
REPORTS TO: **Executive Director and Medical Director**
TYPE OF POSITION: **Supervisory/Educational**

STATUS: *EXEMPT*

GENERAL DESCRIPTION:

The Educational Director oversees the health education project and supervises any community service volunteers. He/She provides informational presentations regarding physical health development and human sexuality/reproductive growth to community groups, and represents the agency at all levels. The Educational Director conducts presentations throughout a large area that covers 19 counties throughout South Texas.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Supervises and monitors the Health Education Services Project for the agency.
2. Assists in evaluating the entire scope of services by compiling and reporting outcomes and offers immediate support/direction to agency staff.
3. Conducts the annual training needs assessment for the entire agency, develops, implements, and maintains the yearly staff development plan, and coordinates/communicates the plan with appropriate staff in a timely manner, including producing the quarterly events calendar for staff.
4. Provides information and/or education to interested individuals or groups about reproductive health, human growth and development, as well as other information as may be available in regard to other physical, social, emotional, or related problems which affect young people. Solicits Presentations.
5. Maintains and updates educational materials in both English and Spanish for all STFPHC sites.
6. Keeps continuously educated, informed, and current on the many topics & issues that affect/problem young people.
7. Organizes and works with the Coastal Bend Project Advisory Council and the Family Planning Project Advisory Council on a Quarterly Basis.
8. Oversees and ensures the informational and educational component guidelines are adequately met by agency's I & E or Advisory Councils/committees. Serves on the agency's QA/QI Committee.
9. Works with the community and represent the Agency positively at all levels.
10. Attends staff meetings, plan, train, and coordinate in-services as directed.
11. Plans, organizes, prepares and conducts specially tailored presentations upon invitation, in accordance with the needs of the group, etc., which affect teenage pregnancy rates or the understanding/awareness of STD's, including participation and organization at and of community health fairs, outreach events, educational events, etc.
12. Prepares internal and external reports as assigned and weekly/monthly data, by deadlines that are verbally or otherwise stated, and must be able to work an extremely flexible schedule, including evenings, early mornings, weekends, and holidays to accommodate needs of groups, etc.
13. Serves as otherwise required by the Executive Director, including carrying/wearing a 24 hr. per day, 7 days per week pager that must be responded to immediately.
14. Searches for and applies for small and large grants to generate revenue to maintain the financial integrity of the organization.
15. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC.

QUALIFICATIONS:

1. Graduation from an accredited College/University with a Master's Degree in education, psychology communications, sociology, health education, or related field.
2. Two years of experience and knowledge, gained formally or informally may be substituted for each year of academic requirements if, in the opinion of the Executive Director, a candidate for the position is otherwise qualified.
3. A practical knowledge of human and public relations. Must be able to communicate effectively in written and oral form, and must be able to work well with others.
4. Should have at least one year of supervisory and administrative experience. Ability to organize, prioritize, and schedule effective presentations, and administrative reports.
5. Must have a valid driver's license and reliable transportation. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).
6. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills, interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
7. Must have a Community Health Worker/Promotora(o) certificate and obtain the required continuing education credits to maintain their certificate from the state.

8. Must have the 2-1-1 Texas Benefits Navigator certificate and should get training as a Certified Application Counselor to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:
This position is *concurrently held* with the Asst. Executive Director position. 1 employee works both positions for the organization. The hours worked by the Educational Director are about 25+ hours work week, Monday - Sunday, with flexible 8 hour per day between 7am - 8pm. The Educational Director working hours frequently vary and may include evenings (after 8 pm), weekends, early mornings, holidays, to accommodate community groups or workload, along with outreach activities/events and health fairs.

JOB DESCRIPTION

POSITION TITLE:	**REPORTS TO:**	**TYPE OF POSITION:**
FISCAL SERVICES DIRECTOR	***EXECUTIVE DIRECTOR & BOARD TREASURER***	***ACCOUNTING/MANAGERIAL***
		STATUS: *EXEMPT*

GENERAL DESCRIPTION:
The Fiscal Services Director is the director of financial matters for the Agency, along with the Executive Director. This individual monitors and supervises the accounting/auditing compliance's, along with the Executive Director. The position also requires supervision, and direction of other personnel.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:
1. Maintains a sound accounting double entry system, as required by the G.A.A.P. Supervises the bookkeeping department to ensure all record keeping and bookkeeping practices are sound and correctly inputted into the computerized accounting systems.
2. Records, summarizes, and reports all financial activity to the executive director and board of directors at regular meetings.
3. Prepares and maintains the corporation's books for financial integrity. Prepares weekly, monthly, quarterly, and annual reports including 1099's, Balance Sheets, Income & Expenditures Statements, depreciation schedules, fixed assets schedule, employee W-2's, contractor 1099's, reconciles assets annually, along with any other schedules/reports. Must have knowledge and be able to use Quick Books/Excel/Word/Emails efficiently.
4. Sees that all disbursements for expenditures, including contracted services and travel are within guidelines and procedures. Is responsible for all disbursements and proper allocation to proper budgets. Maintains & updates the agency's administration manual and accounting manual.
5. Develops forms and reports necessary for good management of financial administration and monitors for all checks & balances within the system. Meets with internal & external auditors during financial & qualitative audits. Responds to findings, recommendations, etc. Constantly analyzes budget for projected expenditures vs. actual expenditures.
6. Provides guidance to STFPHC projects regarding fees, collecting procedures, deposits, and billing to the various funding sources. Develops the agency's sliding fee scales and discount schedules to be commensurate with federal poverty levels annually or as required.
7. Assists in the development of good administration records and procedures. (IE - personnel records, voucher filling system, prepares financial activity procedures, etc.)
8. Handles and controls bank funds, fiscal and data reporting required for the agency. Respects and guards confidentiality of all client information.
9. Controls purchasing and property inventory. Helps in developing the annual budget and subsequent budget revisions. Prepares payroll worksheets, payroll liabilities, orders journal entries, researches information on accounting practices or payroll/administrative laws when necessary. Allocates all revenues, develops line item recommendations and categorical revenue/expenditure recommendations. Must adhere to all acceptable accounting practices, local/state/federal contracts in regards to fund allocation & use, have knowledge of in-kind revenues, OMB circular A-133, Uniform Grants Management Standards, and Single Auditing Acts.
10. Conducts basic orientation for new employees on travel reimbursement, time procedures, FLSA compliances, and labor board standards, etc.
11. Reviews and Updates the organizations Cost Allocation Plan on an annual basis to ensure acceptable methods to allocate costs are used and that the CAP outlines the methods used.
12. Supervises Secretarial/Computer/Bookkeeping staff/Administrative CHW employees. Serves as an assistant to the Executive Dir. & Asst. Dir. Carries out other administrative, managerial, or operational duties as

assigned, including a rotating 24/7 beeper when necessary. Serves on the QA/QI committee. Assists and supports all staff and programs with outreach/community events, health fairs, etc.

QUALIFICATIONS:

The Fiscal Services Director should possess the following personal and professional qualifications:

1. At least 4 to 5 years of experience in private accounting or governmental accounting, and a Bachelor's Degree in Business Administration with major in accounting, finance, or a related field. Some supervisory experience is preferred.
2. Reasonable knowledge of internal control and principles of fund accounting.
3. Ability to understand, implement, and improve our accounting systems.
4. A fair degree of analytical skills, resourcefulness, initiative, judgment, intelligence, and personal integrity.
5. Ability to communicate and get along with other personnel.
6. Ability to provide Administrative and Managerial guidance to effectively and efficiently run the organization.
7. Must pass a criminal background check.
8. Must have a valid driver's license, always have reliable transportation, and be able to travel when asked all over Texas.
9. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Sunday, with flexible 8 hours per day between 7am - 8pm. Weekends, holidays, early mornings, late evenings, are occasionally required, with very little notice, to provide support at outreach events and health fairs.

- Eligibility Staff**********

JOB DESCRIPTION

POSITION TITLE: **ASSISTANT CLINIC SERVICES SUPERVIOSR**
REPORTS TO: **Clinic Services Director and Executive Director**
TYPE OF POSITION: **Supervisor/Health Care Worker** **STATUS:** *EXEMPT*

GENERAL DESCRIPTION:

The Asst. Clinic Services Supvr. (ACSS) organizes, controls, and maintains the Family Planning Clinic Site(s) which they oversee and assists the Clinic Services Director, RN, FNP in Clinical matters. The ACSS directly assists to oversee the Clinic Coordinators and FP Clinics, scheduling, helping to train, assisting the directors to evaluate and assisting to direct employees.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Oversees daily operations of all six medical clinics and services offered, traveling as necessary to sites, etc. Must know, understand, and enforce rules, regulations, protocols, guidelines, policies, standards, and procedures.
2. Provides counseling/education to patients, including distribution of prescribed methods as instructed by clinician and pharmacist and should be able to do intake pt. history, performs laboratory screens such as blood pressure, height, weight, pregnancy test, BMI, urinalysis, HIV, on hematocrit/hemoglobin, venipunctures, testing for glucose, cholesterol, TSH, body temperature, A1c, HCV, etc., and assist the clinician in the exam room, as per physician's standing orders. Is required to review medical/billing documentation of staff, along with the Clinic Services Director, and do documentation in records as well. May be delegated the authority to administer IM and Sub-Q injections by a physician thru standing orders after training and doctor's certification.
3. Assists with first level of patient complaints, coordinates staff scheduling during vacations and absences at all FP clinic sites, assists the clinicians and Medical Director to update all manuals, works with them to coordinate PCRC's and Staff Trainings, answers day to day questions about FP services first and directs communication up from there, attempts to resolve problems at sites as they occur as a first step, administers, collects, and summarizes client surveys, ensures standards and polices are being followed.
4. Assists in directing the performance of others, and directly supervises clinic coordinators. Handles training, disciplining, and evaluating of Clinic Coordinators and others, including volunteers that work at the clinic.

Coordinates clinics and patient scheduling along with the scheduling of all clinic staff and must do & understand pt. billing/eligibility screening.

5. Helps to coordinates the Advisory Council Meetings and serves on QA/QI committee to ensure appropriate members attend and works with Ex-Oficio's to send out notices, agendas, etc. Helps to prepares administrative and programmatic reports as required and communicates with the Executive Director on matters needing his/her attention occasionally. Communicates with the Medical Director and CSD occasionally also.
6. Updates and keeps current on all program information on a routine basis. Respects and Guards the confidentiality of Conducts staff meetings to communicate information on a routine basis and Approves/Disapproves of employee leave request, and compensatory time requests. Ensures completion of all CVR's/PS charts for both FP, HTW, and BCCS and data submission of all reports as required for appropriate data and billing from all clinic sites. Helps as needed to download electronic lab results for clinicians and to scan in non-electronic results for clinicians timely.
7. Follows-up on all delegated clinic staff duties, along with documenting, reporting, and submitting any problematic situations that may happen at the clinic. Carries/wears a 24 hr. per day, 7 days per week pager that must be responded to immediately.
8. Works as otherwise required by the Executive Director, Medical Director, or supervisor.
9. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC, understanding the community and needs within.
10. Utilizes and Enters data in agency programs – email, MS office software, electronic health records system, Ahlers, ImmTrac, Med-IT, Hospital System, Quest, CDD, medical record scanning software, etc
11. Works with clinic coordinators to coordinates clinics, outreach, and pt. scheduling along with the scheduling of all clinic staff. Must know how to do enrollment, eligibility screening, make referrals, case management, follow-ups, intake, pre and post counseling, bill for services rendered, keep up with all required laboratory logs & procedures, AM and PM opening and closing procedures, end of week procedures, end of month procedures, etc., and understand agency's sliding fee scale for FP, and different eligibility procedures & requirements for the various agency grant funding sources/programs.

QUALIFICATIONS:

The Asst. Clinic Services Supervisor should possess the following personal and professional qualifications:

1. Be experienced in STFPHC clinics no less than 7 years and have CPR/AED and First Aid certificate or the ability to obtain such certificate within 3 months of employment is required.
2. Must possess supervisory, administrative, and communication skills. Should treat every patient with courtesy and respect. Should be able to organize workload and patient load, prioritize work, and make sound judgment calls on all clinical aspects within the framework of the governing guidelines & agency standards.
3. Must have some experience in STFPHC Family Planning Clinics or Health related clinics.
4. Must have a valid driver's license and reliable transportation.
5. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.
6. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Educ'n, Immunizations, Breast & Cervical Cancer, Natural FP, EPHC, PHC, TWHP-HTW, etc.).
7. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
8. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
9. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain certificate from the state.
10. Must have the **2-1-1 Texas Benefits Navigator certificate** and should get training as a **Certified Application Counselor** to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Saturday, 8-12 hrs. per day schedule, as assigned by supervisor. Evenings, weekends, early mornings, holidays, and comp. time are occasionally required to accommodate patients and clinic schedules, without notice, to keep up with workload, attend community outreach activities, health fairs, events, etc.

JOB DESCRIPTION

POSITION TITLE:	REPORTS TO:	TYPE OF POSITION:
CLINIC COORDINATOR	*CLINIC SVC. ADM. ASST. and CLINIC SERVICES DIRECTOR*	*MANAGER/HEALTH WORKER*

STATUS: *EXEMPT*

GENERAL DESCRIPTION:

The clinic coordinator organizes, controls, and maintains the Family Planning Clinic Site and all services provided at that site for which they coordinate and also assist the Clinic Services Director and Clinic Svcs. Adm. Asst. in clinical matters. The coordinator directly supervises Family Planning Specialists and BCCS specialist and anyone else that works at the clinic. He/She participates in interviewing, training, scheduling, recommending, and assisting the Clinic. He/She evaluates employees along with the Clinic Services Director and controls the daily flow and services provided at the clinics.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES

1. Oversees routine operations of the clinic and services offered, traveling as necessary to satellite sites, etc. Must know, understand, and enforce all rules, regulations, protocols, guidelines, policies, standards, and procedures.

2. Provides counseling/education to patients, including distribution of prescribed methods as instructed by clinician and pharmacist and should be able to do intake pt. history, performs laboratory screens such as blood pressure, height, weight, pregnancy test, BMI, urinalysis, HIV, on hematocrit/hemoglobin, venipunctures, testing for glucose, cholesterol, TSH, body temperature, A1c, HCV, etc., and assist the clinician in the exam room, as per physician's standing orders. Is required do & review medical/billing documentation of staff, along with the Clinic Services Director, and document in records as well. Must be delegated the authority to administer IM and Sub-Q injections by the medical director as per standing orders after training and certification by Med. Director.

3. Acts as the first level of patient complaints and is responsible for billing, data reporting, clinic inventory/supplies & equipment, directs the performance of others thru supervision. Handles training, disciplining, and evaluating of FP & BCCS Specialists and others, including volunteers that work at the clinic, along with the Clinic Services Director.

4. Coordinates clinics, outreach, and pt. scheduling along with the scheduling of all clinic staff. Must know how to do enrollment, eligibility screening, make referrals, case management, follow-ups, intake, pre and post counseling, bill for services rendered, keep up with all required laboratory logs & procedures, AM and PM opening and closing procedures, end of week procedures, end of month procedures, etc., and understand agency's sliding fee scale for FP, and different eligibility procedures & requirements for the various agency grant funding sources/programs.
5. Participates in soliciting members for I & E (advisory councils) and attends the council meetings semi-annually. Prepares minutes, coordinates outreach efforts for clinic to achieve user goals, and does administrative & programmatic reports.
6. Updates and keeps current on all program information on a routine basis. Respects and Guards the confidentiality of all client information. Completes all CVR's/PS charts for both FP, HTW, and BCCS and submits all reports as required for appropriate data and billing. Downloads electronic lab results for clinicians and scans in non-electronic results for clinicians timely.
7. Conducts staff meetings to communicate information on a routine basis and Approves/Disapproves of employee leave request and recommends overtime time requests. Supervises other employees.
8. Utilizes and Enters data in agency programs – email, MS office software, electronic health records system, Ahlers, ImmTrac, Med-IT, Hospital System, Quest, CDD, medical record scanning software, etc.
9. Follows up on all delegated clinic staff duties, along with documenting, reporting, communicating, and submitting any problematic situations that may happen at the clinic which the Executive Director or supervisors need to know and works as otherwise required by the Executive Director or any supervisors of the agency.
10. Participates in community outreach events, health fairs, events that promote the organization and services provided, and performs Community Health Worker/Promotor(a) activities for STFPHC, understanding the community and needs within.

QUALIFICATIONS:

The clinic coordinator should possess the following personal and professional qualifications:

1. Must be a **high school graduate or equivalent or have a CMA/CNA certificate,** and have or be able to obtain an adult CPR/AED and First Aid certificate within 12 months of employment. Higher level education is preferred along with experience.

2. Must possess supervisory, administrative, and communication skills. Should treat every patient with courtesy and respect. Should be able to organize workload and patient load, prioritize work, and make sound judgment calls on all clinical aspects within the framework of the governing guidelines & agency standards.

3. Three years prior experience in a Family Planning Clinic or Public Health related clinic management is preferred.

4. Must have a valid driver's license and reliable transportation. Every year in College may be substituted for 1 year of experience.

5. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public. Documentation regarding Hepatitis B will be part of the employees personnel file.

6. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.).

7. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations\

8. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.

9. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain their certificate from the state.

10. Must have the **2-1-1 Texas Benefits Navigator certificate** and should get training as a **Certified Application Counselor** to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

40 hour work week, Monday - Saturday, 8-12 hrs. per day schedule, as assigned by supervisor. Evenings, weekends, early mornings, holidays, and comp. time may be required to accommodate pt. and clinic schedules, workload, community events, outreach events, health fairs, etc., without notice.

JOB DESCRIPTION

POSITION TITLE: **Clinic Specialist/Community Health Worker**
REPORTS TO: **Clinic Coordinator and Clinic Services Director, RN**
TYPE OF POSITION: **Health Care Worker/Operational Level** **STATUS:** *NON- EXEMPT*

GENERAL DESCRIPTION:

The Clinic Specialist/Community Health Worker is a health care provider at the Family Planning Clinics of STFPHC. The CS/CHW works with medical records and has direct contact with patients by educating and providing method instruction. The CS/CHW works with patient billing and other clinical activities. Large amounts of paperwork documentation, computer entry, scanning into electronic systems, and routine tasks are conducted by the CS/CHW. Works in a highly structured, fast paced environment, and under pressure. The CS/CHW works under Standing Delegation Orders from the Medical Director.

REPONSIBILITIES:

1. Provides counseling/education to patients, including distribution of prescribed methods/medications as instructed by clinician and Pharmacist, does intake of patient history, enrollment, eligibility screening, makes client appointments, enters follow-up dates, does problem screening, registration, outreach, referrals, medical record documentation and billing, performs laboratory screens such as blood pressure, height, weight, pregnancy test, BMI, urinalysis, HIV, on hematocrit/hemoglobin, venipunctures, testing for glucose, cholesterol, TSH, body temperature, A1c, HCV, etc., and assist the clinician in the exam room, as per physician's standing orders.

2. Is required enter and review medical, billing, charting, scanned data & documentation for clients seen for accuracy and completeness of all required items which are entered into any and all agency computerized systems prior to passing them up for further review. Utilizes and Enters data in agency programs – email, MS office software, electronic health records system, Ahlers, ImmTrac, Med-IT, Hospital System, Quest, CDD, medical record scanning software, etc.

3. Is required to learn and retain information required to provide accurate education and information to clients that receive services at the clinic and utilize those skills to deliver high quality education and information to clients.

4. Must provide IM and Sub-Q injections. Must be delegated the authority to administer IM and Sub-Q injections by the medical director as per standing orders after training and certification by Medical Director and provide IM and sub-Q injections as requested.

5. Travels as assigned to various locations with little or no notice. Helps maintain and assists with pulling and filing of records, doing patient referrals, tracking system, administrative reports, and must strictly follow agency protocols, procedures, rules, standing delegation orders, policy manuals, regulations, etc..

6. Does patient billing, client eligibility screening using sliding fee scales for various programs, requests and receives supplies, organizes supplies,

7. Participates in health fairs, outreach events, community activities, staff meetings/trainings, leads some trainings, knows the Community and understands needs in the community, and serves as a Community Health Worker/Promotor(a) for STFPHC.

8. Performs other duties as assigned by the Clinics Coordinator or Clinic Services Director. Must utilize all agency software programs. Performs outreach duties to ensure the community utilizes the clinic services and clinics meet client goals, etc

9. Assists at the clinic as needed, and helps keep the clinic clean, sanitized, disinfected, organized, neat, and free of clutter, etc.

10. Respects and guards the confidentiality of all client and agency information, and must perform all tasks as assigned/directed.

QUALIFICATIONS:

The Clinic Specialist/Community Health Worker possess the following personal and professional qualifications:

1. Be a **high school graduate or equivalent or have a CMA/CNA certificate**, and have or be able to obtain an adult CPR/AED and First Aid certificate within 12 months of employment. Higher level education and credentials are preferred.
2. Must have reliable transportation and Travel, and posses a valid Driver's License.
3. Must be able and willing to learn clinical procedures, and treat all patients with courtesy and respect.
4. Must be organized, be people oriented, have a positive demeanor and outlook, assist the organization in any way possible, and participate to make every day client flow as smoothly and quickly as possible so clients feel comfortable with services.
5. Must be willing to work in a fast paced environment that is highly structured.
6. Hepatitis B immunization is strongly encouraged for this position because of significant contact with the public, documentation regarding Hepatitis B will be part of the employees personnel file.
7. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, EPHC, PHC, TWHP-HTW, etc.

8. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
9. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
10. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain their certificate from the state. If hired without CHW certificate, must be able to receive such certification within 15 months of employment.
11. Must have the **2-1-1 Texas Benefits Navigator certificate** and should get training as a **Certified Application Counselor** to help enroll individuals into ACA. If hired without 2-1-1 Navigator certificate, must be able to receive such certification within 15 months of employment.

WORKING HOURS/ATTENDANCE REQUIREMENTS:
40 hours work week, Monday - Saturday, 8-12 hours per day schedule, as assigned by supervisor. Evenings, holidays, early mornings, weekends, and overtime are required on occasion to accommodate patients, special health fairs, workload, and clients schedules, community events, etc., without notice.

➢ Data Collection Staff**********

JOB DESCRIPTION

TITLE: **HEALTH INFO./LEGAL & BILLING DIR./OUTREACH SPECIALIST**
REPORTS TO: **Executive Director and Fiscal Services Director**
TYPE OF POSITION: **Financial/Administrative** **STATUS:** *EXEMPT*

GENERAL DESCRIPTION:
The HILB-OS Director of the agency oversees health information management systems, the billing & reimbursement services, and provides legal research and paralegal services for all agency matters and programs. This individual supervises and directs other personnel and is responsible for the accuracy and validity of all data that is reported to outside entities (board of directors, local, state, and federal authorities, etc.) as part of contractual compliance so that goals and objectives for grants and projects are consistently and continuously monitored. The HILB-OS Director works at the Administrative Office, under pressure, in a fast-paced environment and communicates with many 3rd party insurance companies and other entities that have relationships with STFPHC or that have the potential of having relationships with STFPHC.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:
1. Utilizes all agency software programs to extrapolate data for management analysis and submission to outside entities (local, federal, state, etc.) routinely and non-routinely as requested.
2. Develops and maintains internal systems to ensure consistency, accuracy, and validity for all data and reports produced and provided to management for submission to outside entities.
3. Enters data into agency software and billing systems for all the programs that the agency administers. Handles billing/reimbursement denials for all programs and insurances and files claim appeals to insurance companies, billing vendors, state programs, etc., such as: Traditional Medicaid, TWHP, HMO/PPO insurances, private insurance, and all state/federal fee-for-service programs that the agency administers. This includes receipt, verification, and processing of all claims (CMS 1500's, 2025, and UB04's, etc.) as received from third-party contractors/vendors, etc., in compliance with the agency's policies and fee schedules
4. Oversees the maintenance and creation of client files related to billing & data for the agency programs, including but not limited to BCCS, Family Planning, HTW, PHC, HIV, TIPP, X, XIX, TWHP-HTW, HMO's, private insurance, etc.
5. Oversees the BCCS and all Case Management, Eligibility for all programs, performs eligibility screening/enrollment into all agency programs for clients, and scheduling of clients that need case management, maintains balances for fee-for-service programs to ensure they are not exceeded beyond the point of expected reimbursement.
6. Utilizes and knows Ahlers, PracticeSuite, MED-IT, ImmTrac, TMHP, Medicare billing system, insurance programs to
7. Analyzes and submits weekly R&S reports (or other reimbursement reports) to management for all agency programs.
8. Maintains systems, procedures, and order in the health information and billing department to ensure the maximization of reimbursement under all programs and for all fee-for-service claims filed.
9. Oversees and validates data submitted for reports to outside entities, entries for billing, coding, and reimbursement, client statement purpose, patient visits, agency statistics, etc., and the required transmission of data to outside entities.

10. Processes routine and non-routine data information requests and organizes & prioritizes workload to meet all billing deadlines/timelines for claim filing, billing, appealing, reporting, etc. Establishes systems for the functional processing and replicating of workload.
11. Keeps current on, notifies and recommends changes to the executive director, regarding billing/coding/reimbursement, etc., for health information and billing requirements.
12. Attends trainings, conferences, seminars, workshops to maintain skills and ensure procedures and systems are within expected governmental rules and expected requirements.
13. Updates and changes systems, procedures, billing practices, health information data reports, etc., as authorized, to be in line with expected governmental contracts and agency standards.
14. Designs and develops forms, creates pertinent schedules, and trains newly hired billing staff at the administrative office.
15. Travels, in town and out-of-town/state, as necessary and/or assigned by Supervisor and Guards and Protects patient confidentiality at all times based on HIPPA, privacy act, and other confidentiality laws, rules, regulations, policies, guidelines, etc.
16. Maintains, records, summarizes, extrapolates, and produces data & reports to supervisors, staff, executive director, and others, as needed, regarding billing/reimbursement/goals & objectives, services provided, etc.
17. Receives, reviews, and has the authority to respond to requests for medical records, from various third-party requestors, including but not limited to insurance companies, state agencies, and law enforcement entities.
18. Prepares internal and external reports as assigned and weekly/monthly data, by deadlines that are verbally or otherwise stated, and must be able to work an extremely flexible schedule, including evenings, early mornings, weekends, and holidays to accommodate needs of the agency.
19. Participates as an active member on the "Quality Assurance Committee" for the agency. Attends health fairs and other events as requested. Sits on advisory councils and other community/state boards & committees related to the services that STFPHC provides.
20. Communicates with and contacts other vendors, doctors, insurers, organizations, hospitals, etc., as needed to keep valid contracts in place for agency programs.
21. Assists in the development of good administrative records practices, agency standards, and procedures. (IE – billing procedures, collection procedures, medical record procedures and programs, etc.)
22. Carries out other related administrative, operational, direct service delivery duties and activities as may be assigned by supervisor, executive director, or other project personnel.
23. Gathers, analyzes, researches data, such as statutes, judicial and administrative law decisions, legal articles, codes, and other documents which pertain to STFPHC and the programs that STFPHC administers and delivers to the public.
24. Keeps current and up-to-date with all local, state, and federal employment laws (such as overtime, compensatory time, termination, unemployment, disciplinary practices, leave of absence situations, etc.) which may affect the agency and its employees. Reports and recommends changes to the executive director when changes to HR laws and personnel rules will or may affect the agency.
25. Participates in community outreach events, health fairs, events that promote the organization and services provided, and Performs Community Health Worker/Promotor(a) activities for STFPHC.

QUALIFICATIONS:

The Health Information/Legal & Billing Director-O.S. must possess the following personal and professional qualifications:

1. Ability to work well with others staff, listen and follow directions without constant prompting or monitoring, and communicate messages clearly.
2. Must possess knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules.
3. Must be able to type, utilize various programs for billing, know how to use excel, word, works, and be highly organized and deadline oriented.
4. Must have a **paralegal certificate** to assist in legal research and matters; a **CPT-ICD 10 Advanced Coding Certificate** for billing & reimbursement, a **Professional Biller Certificate** from AAPC, a **Community Health Worker/Promotor(a) certificate**, and a **Bachelor's Degree in Science or related field,** along with at least 5 years of experience in billing, health administration, and employee supervision.
5. Have practical knowledge, exercise good judgment and initiative.
6. Must be committed to the goals of the agency and its programs (Family Planning, Men's Health, Health Education, Immunizations, Breast & Cervical Cancer, Natural Family Planning, Expanded Primary Health Care, Primary Health Care, TWHP-HTW, etc.).
7. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations.
8. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
9. Must have a **Community Health Worker/Promotora(o) certificate** and obtain the required continuing education credits to maintain their certificate from the state.
10. Must have the 2-1-1 Texas Benefits Navigator certificate and should get training as a Certified Application Counselor to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:
A 40 hour work week, Monday - Sunday, with flexible 8-12 hours per day primarily between 7am -8pm, with prior approval of schedule from the Supervisor. Late evenings, holidays, early mornings, and weekends are required, without much notice for outreach events and health fairs.

➢ Billing Staff**********

JOB DESCRIPTION

POSITION TITLE: **BILLING DEPARTMENT COORDINATOR and OUTREACH SPECIALIST**
REPORTS TO: **Health Information/Legal & Billing Director-OS & Executive Director**
TYPE OF POSITION: **Financial/Administrative** **STATUS:** *NON-EXEMPT*

GENERAL DESCRIPTION:
The BDC-OS provides administrative, clerical, and financial support to all persons at the Administrative Office and projects of STFPHC. The BDC-OS works at the Administrative Office. The individual assists in billing the state for services rendered, handling denied claims, appealing claims, reconciling funds, reconciling HMO claims, investigating rules/regulations that apply to the agency, entering patient bills, and pulling/developing reports for the financial director and/or executive director. The BDC-OS must be highly organized, complete all work assigned, be deadline oriented, and maximize the revenues of the agency. The BDC-OS must be able to work as a team with the HILBD-OS. May be asked to travel occasionally and may provide support to the clinics and conduct financial assistance in auditing when needed.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Uses all agency software programs to develop reports, pull reports, tabulate data, record pertinent billing reimbursement information, and much more.
2. Handles agency's Traditional Medicaid, TWHP-HTW, and HMO claims, denials, appeals.
3. Accesses Internet, e-mail, computers, fax machine, copy machine, as necessary.
4. Utilizes Ahlers FP, Ahlers BCCS, and TWICES systems to enter data, bills, claims, pull data and reports.
5. Contacts TMHP, HMO's, and others, acting as the liaison for the agency on matters related to the appropriately and accurate paying of claims to the agency after services have been rendered.
6. Immediately prioritizes MBCC cases to move those clients thru the system.
7. Assist with financial, bookkeeping, administrative, and other duties within the main office.
8. Processes routine information and organizes/prioritizes workload to meet all billing deadlines/timelines and establishes systems for the functional processing and replicating of workload.
9. Supervise volunteers and other employees at the administrative office as assigned.
10. Does data entry for billing, reimbursement, and statement purposes, patient visits, and agency statistics, including the transmission of information to the state and other entities for reimbursement.
11. Designs forms, does schedules, and training of new billing staff at the administrative office. Travels as necessary and/or assigned by Supervisor, and may occasionally work at the Family Planning Clinic to assist staff.
12. Carries out other related administrative and operational duties as may be assigned by supervisor, executive director, or other project personnel, including cleaning the office, answering phones, etc.
13. Guards and respects the confidentiality of all client and agency information.
14. Gathers, analyzes, researches data, such as statutes, decisions, and legal articles, codes, and documents which pertain to Family Planning, Women's Health, Breast and Cervical Cancer, Men's Health, Natural Family Planning, and other programs.
15. Keeps current with all requirements and laws in regards obtaining and spending grant funds and title monies received from both federal and state entities for services to indigent and low income patients.
16. Notifies supervisor/executive director of any changes in EOB/billing/coding/reimbursement regarding women's health, family planning, breast and cervical cancer health, care of indigent, low income and minor persons in the form of written report.
17. Keeps current with all trainings, updates, changes, and implementations made by USDSHHS and Texas DSHS/HHSC, etc., in accordance with all funds and revenues obtained and used by the agency.
18. Keeps current and up to date with all federal and state employment laws (such as overtime, comp time, termination, unemployment, etc.) which may affect the agency and its employees and makes a written report to the executive director when such changes occur.

19. Handles and completes "incomplete visits" lists for all sites, closes out CVR's, reconciles Titles X, XX, XIX, HMO, private insurance, EPHC/PHC,, and any other funding source and R & S reports needed, and researches/verifies client's insurance status for public programs prior to billing capped funding sources.
20. Posts claims and payments, verifies billing received, corrects all claims on a weekly basis.
21. Reconciles & approves BCCS 1500 and 1450 forms for payment within the financial system that stamps
22. Corrects CDD pending labs, invoices, and maximizes the agency's uncapped revenues by effectively and efficiently billing, correcting, appealing, and investigating claims from all revenue sources as required.
23. Provides appointments and eligibility screenings for the Breast & Cervical Cancer Program for case management.
24. Participates in community outreach activities, health fairs, and other events where STFPHC services are delivered and promoted in the community and performs CHW/Promotora(o) activities for STFPHC
25. Coordinate and manage schedules for staff of the billing department, including reviewing and approving timesheets for department staff.
26. Coordinates and manages tasks, duties, deadlines, projects for billing department staff, including training and oversight of new departmental staff.
27. Receives, reviews and coordinates with HILBD-OS on all leave requests for department staff.
28. Coordinates and organizes off-site events, as needed, including scheduling department staff for immunization events.
29. Assigns tasks, duties, projects to department staff with complete follow up to ensure all deadlines and project goals are met.
30. Manages immunization related duties, including but not limited to monthly reports, coordinating and communicating with regional contacts as required, ordering supply of required items and vaccines, etc.
31. May be delegated the authority to administered immunization vaccines by the Medical Director thru Standing Delegation Orders.

QUALIFICATIONS:

The Billing, Reimbursement, and Outreach Specialist must possess the flowing personal and professional qualifications:

1. Ability to work well with others staff, listen and follow directions without constant prompting or monitoring, and communicate messages clearly.
2. Must possess knowledge of understanding basic clinic functions and billing issues and know how to communicate those issues to supervisor and other employees clearly.
3. Must be able to type, utilize various programs for billing, know how to use excel, word, works, and be highly organized and deadline oriented.
4. Must have at least a high school diploma and be in college to gain a higher level education. An Associate Degree is preferred along with college experience in nursing or medicine.
5. Must be able to work as a team with all clinics and staff in order to improve functions and follow strict and complete directions by the supervisor.
6. Have practical knowledge, use good judgment and exercise initiative, and be able to work accurately, fast, and under pressure.
7. Must have a Valid Driver's License or ID and reliable transportation. Must be committed to the goals of the agency including BCCS, male involvement, healthy weight, natural family planning, EPHC, PHC, TWHP-HTW, etc.
8. Must be heavily involved in the community in other organizations, schools, groups, churches, associations, etc. Must have good communication skills (oral, written, verbal), interpersonal skills, service coordination skills, capacity building skills, advocacy skills, teaching skills, organizational skills, and knowledge base of all the services and community programs available to help low income, uninsured, and under insured populations
9. Must be able to work consistently, accurately, in a fast-paced environment, under pressure, and as needed by the Executive Director. Must be team oriented and participate in outside events which often take place outside of the normal working schedule to promote the services and visibility of the agency.
10. Must have a Community Health Worker/Promotora(o) certificate and obtain the required continuing education credits to maintain their certificate from the state.
11. Must have the 2-1-1 Texas Benefits Navigator certificate and should get training as a Certified Application Counselor to help enroll individuals into ACA.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

Up 40 hour work week, Monday - Sunday, with schedule between 7am -7pm, with prior approval of schedule from

the Supervisor. Evenings, longer hours than scheduled – Over Time, holidays, early mornings, and weekends are occasionally required, without much notice, to attend community outreach events/health fairs, and other events to promote STFPHC, etc.

JOB DESCRIPTION

TITLE: **BILLING ASSISTANT**
REPORTS TO: **Health Info./Legal & Billing Director and the Billing & Reimbursement Specialist**
TYPE OF POSITION: **Financial/Administrative** **STATUS:** *NON-EXEMPT*

GENERAL DESCRIPTION:
The BA provides administrative, clerical, and financial support to all persons at the Administrative Office and projects of STFPHC. The BA works at the Administrative Office. The individual assists in billing the state for services rendered, handling denied claims, appealing claims, reconciling funds, reconciling HMO claims, investigating rules/regulations that apply to the agency, entering patient bills, and pulling/developing reports for the financial director and/or executive director. The BRA must be highly organized, complete all work assigned, be deadline oriented, and maximize the revenues of the agency. The BRA must be able to work as a team with the BRS/LR. May be asked to travel occasionally and may provide support to the clinics and conduct financial assistance in auditing when needed. Works in a high stress, fast-paced, highly structured, and demanding environment.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

1. Uses all agency software programs to develop reports, pull reports, tabulate data, record pertinent BR/LR information, enters claims for billing into systems, answers telephones, makes appointments, and much more.
2. Handles agency's Traditional Medicaid, WHP, and HMO claims, denials, appeals.
3. Accesses Internet, e-mail, computers, fax machine, copy machine, as necessary.
4. Utilizes Ahlers FP, Ahlers BCCS, HTW, PHC, TWHP-HTW, etc., systems to enter data, bills, claims, pull data and reports.
5. Contacts TMHP, HMO's, and others, acting as the liaison for the agency on matters related to the appropriately and accurate paying of claims to the agency after services have been rendered.
6. Immediately prioritizes MBCC cases to move those clients thru the system. Answers telephones/voice-mails, makes appointments, process mail, files, organizes, cleans, and works in janitorial, clerical, secretarial, and other capacities as requested when requested.
7. Assist with financial, bookkeeping, administrative, and other duties within the main office.
8. Processes routine information and organizes/prioritizes workload to meet all billing deadlines/timelines and establishes systems for the functional processing and replicating of workload
9. Does data entry for billing, reimbursement, and statement purposes, patient visits, and agency statistics, including the transmission of information to the state and other entities for reimbursement for all programs and all projects of STFPHC.
10. Designs forms, does schedules, and training of new billing staff at the administrative office. Travels as necessary and/or assigned by Supervisor, and may occasionally work at the Family Planning Clinic to assist staff.
11. Carries out other related administrative and operational duties as may be assigned by supervisor, executive director, or other project personnel, including cleaning the office, answering phones, etc.
12. Guards and respects the confidentiality of all client and agency information.
13. Gathers, analyzes, researches data, such as statutes, decisions, and legal articles, codes, and documents which pertain to Family Planning, Women's Health, Breast and Cervical Cancer, Men's Health, Natural Family Planning, HTW, PHC, and other programs.
14. Keeps current with all requirements and laws in regards obtaining and spending grant funds and title monies received from both federal and state entities for services to indigent and low income patients.
15. Notifies supervisor/executive director of any changes in EOB/billing/coding/reimbursement regarding women's health, family planning, breast and cervical cancer health, care of indigent, low income and minor persons in the form of written report.
16. Keeps current with all trainings, updates, changes, and implementations made by USDSHHS and Texas DSHS/HHSC, etc., in accordance with all funds and revenues obtained and used by the agency.
17. Keeps current and up to date with all federal and state employment laws (such as overtime, comp time,

termination, unemployment, etc.) which may affect the agency and its employees and makes a written report to the executive director when such changes occur.

18. Handles and completes "incomplete visits" lists for all sites, closes out CVR's, reconciles Titles X, XX, XIX, HMO, and any other R & S reports needed, and researches/verifies client's insurance status for public programs prior to billing capped funding sources.
19. Posts claims and payments, verifies billing received, corrects all claims on a weekly basis.
20. Assists with reconciling BCCS 1500 and 1450 forms for payment within the financial system. Appropriately bills and codes, including ICD-10
21. Assists with Correcting CDD pending labs, invoices, and maximizes the agency's uncapped revenues by effectively and efficiently billing, correcting, appealing, and investigating claims from all revenue sources as required.

QUALIFICATIONS:

The Billing Assistant must possess the flowing personal and professional qualifications:

1. Ability to work well with others staff, listen, follow directions without constant prompting/monitoring, & communicate messages clearly.
2. Must pass "**Biller of State Programs" on-site / OJT test** within 6 months of employment
3. Must possess knowledge of understanding basic clinic functions and billing issues and know how to communicate those issues to supervisor and other employees clearly.
4. Must be able to type, utilize various programs for billing, know how to use excel, word, works, and be highly organized and deadline oriented.
5. Must have at least a **high school diploma and be in college to gain a higher level education**. An Associate's degree is preferred along with college experience in nursing or medicine.
6. Must be able to work as a team with all clinics and staff in order to improve functions and follow strict and complete directions by the supervisor.
7. Have practical knowledge, use good judgment and exercise initiative, along with having good communication skills and must also be able to work accurately, fast, and under pressure.
8. Must have a Valid Driver's License and reliable transportation.
9. Must be committed to the goals of the agency including BCCS, male involvement, healthy weight, natural family planning, family planning, EPHC, PHC, TWHP-HTW, etc.
10. Must be able and willing to become CHW certified, 2-1-1 Navigator Certified, and become an ACA certified application counselor within 24 months of employment.

WORKING HOURS/ATTENDANCE REQUIREMENTS:

A 40 hour work week, Monday - Sunday, with schedule between 7am -7pm, with prior approval of schedule from the Supervisor. Evenings, longer hours than scheduled, holidays, early mornings, and weekends are occasionally required, without much notice to accommodate clinic schedules, clients, health fairs, community events, outreach events, etc.

2. STFPHC has a strong organizational structure that retains its mission, incorporates and encourages community participation, allows for compliance monitoring, and open communication that has proven effective for the size and scope of the organization in delivering high quality family planning, women's health, and other health services. The organizational structure supports 6 different projects for low-income and uninsured individuals: *Family Planning Clinics Project* with 6 comprehensive clinic sites that deliver primary and reproductive health care services; the *Men's Health Center Project* located inside each clinic; *Breast & Cervical Cancer Project*; *Health Education Services Project* with 1 site that covers all 19 counties in HSR 11; *Immunization Project* offering TVFC and ASN vaccines; and *Natural Family Planning & Fertility Educational Centers Project* with 4 sites located in strategically separate, stand-alone, faith-based facilities that deliver education on the ovulation method). The STFPHC management systems include utilization of the Electronic Health Record (Practice Suite); Practice Management System (Ahlers); Billing and Tracking system (Ahlers Billing & Labs); Med-IT for Breast & Cervical Cancer Program, and QuickBooks. Quickbooks holds the agency's financial information. From this system, STFPHC is able to complete contractually required financial reports to the state for reimbursement. Forms such as B-13, B-13x, FSR's, FRR's, matching reports, etc., are reconciled and completed using validated data from Quickbooks. These management and financial systems allow STFPHC to enter data for each patient, track and monitor patient care and outcomes, and bill claims from eligible clients for state and/or federal grants, private insurances, public insurances, and other 3rd party payers. STFPHC has procedures and systems in place to make it easy and seamless for data and claims to be submitted. STFPHC enters all data into the required systems for state level reporting. Internal forms have been developed to collect required data, submit required data, and forward that data to the STFPHC headquarters for official input. The systems have adequate internal controls to ensure data entered and reported is accurate, verified, and validated. The lines of authority within the organization for all 6 projects start with the *Board of Directors* which employ an *executive director* to carry out the affairs of the corporation as they have set forth. The executive director reports to the Board regularly on progress and changes, and keep board members informed on policies, protocols, operations, laws, regulations, etc. The *Asst. Executive Director, Fiscal Services Director*, and all administrative staff shown on the organizational chart provide direct support to the Executive Director and program staff from the 6 projects administered by STFPHC. The projects are overseen by a *Medical Director and Asst. Medical Director* who delegate to *mid-level clinicians that are licensed by the state of Texas*. The Medical Director and Asst. Medical Director administratively direct the *Clinic Services Director*, *Educational Director, and NFP Director* to manage the programmatic functions for their projects. All project directors and the medical director serve on the agency's internal *Quality Assurance committee* along with the pharmacist, clinicians, billing & eligibility director, and clinic coordinators. The QA committee reports to and communicates with the board of directors at least quarterly. *The Clinic Services Director,* with support from the *Asst. Clinic Services Supervisor*, directs the *Clinic Coordinators* to help manage the day-to-day activities at each clinic site and the clinic coordinators manage *CHW/Clinic specialists* at their respective clinics. **These systems are appropriate and adequate for the size and scope of STFPHC.**

STFPHC delivers services to over 16,000 unduplicated men and women each year. As such, STFPHC has extensive experience, knowledge, and expertise in providing

Women's Health Service and Family Planning Services. STFPHC has delivered family planning and women's health services since 1972 and has operated strategically located comprehensive family planning and women's health clinics throughout the Coastal Bend area in primary rural and medically underserved areas in and around Corpus Christi, Texas. The STFPHC workforce that delivers clinical services at STFPHC is highly trained, skilled, and experienced. The family planning clinic sites are staffed with medically licensed personnel (clinicians – 4 physicians, 3 physician assistants, and 2 nurse practitioners) that perform exams, do physicals, and provide screenings and treatments. Together these medical professionals deliver services and oversee clinical operations on a daily basis. The Medical Director provides staff training on contraceptive updates, quality assurance updates, protocols and standards updates, and standing delegation orders each year. The Medical Director and Asst. Medical Director authorize staff thru delegation on all matters of medical and educational significance. The Medical Director is ultimately responsible for updating the Medical Protocols for the Agency, the Standing Delegation Orders, and for conducting an *annual review* of both, with assistance from the Clinic Services Director. All medical staff that provide clinical, educational, and medical services at STFPHC (Clinicians, RN, Clinic Coordinators, FP Specialists) must follow the Agency's Protocols and Standing Delegation Orders and such staff must sign-off acknowledging their understanding of them and adherence to follow them as written, annually. The pharmacist dispenses, labels, and releases medications at each clinic, which houses a Class D Pharmacy License, so method supplies and treatment medications are available. Each clinic pharmacy is controlled by the pharmacist-in-charge and regulated by the Texas State Board of Pharmacy. On-site pharmacy services reduce barriers for clients by offering the provision of contraceptive methods and other medications on-site. The rest of the health care team Clinic Coordinators and CHW/Clinic Specialists provide laboratory testing, referrals, eligibility/program enrollment, billing, follow-up, and education, per standing delegation orders and follow the plan for patient care. Natural family planning centers are staffed with a Medical Director that oversees the educational, medical, and referral activities done at the sites. The Natural Family Planning (NFP) Director, a master level certified instructor on the ovulation method, monitors the 4 NFP sites that deliver Ovluation Method instruction to clients. The HESP project is staffed with a Master's Level Educational Director that works (60% time), who concurrently holds the position of Asst. Executive Director (40% time). The educational director provides presentations which are medically and scientifically accurate, age appropriate, and specifically tailored for each group. The agency has extensive administrative and clinical practices based on clearly written, and clearly communicated policies and support systems to carry out service delivery plans. Administrative policies, billing policies, personnel policies, staff development policies, financial policies, medical policies, protocols, patient services procedures, and many others are in place. These policies and systems lay the foundation for high quality services to be delivered in a structured setting with clear expectations and patient outcomes. Clinical protocols are based on nationally recognized standards of care and serve to guide STFPHC clinicians in developing high quality health care plans that result in healthy patient outcomes. Personnel Policies enforce the rules, policies, and procedures of the organizations and hold each employee accountable for their own actions. The STFPHC organization's motto is "to serve every client with excellence, commitment, and pride" and the organization incorporates several key concepts into its service delivery system, such as *professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-*

in accommodation, and never denying services to anyone because of inability to pay. Clients that receive services at STFPHC are treated in a manner that protects their dignity and confidentiality. Clinic operating hours are convenient with morning, evening, and lunch time slots available. The Family Planning and Reproductive Health Services at STFPHC include: on-site direct medical services (program eligibility, patient in-take of family, social, partner, and client medical history, complete physical examinations, chlamydia and gonorrhea specimen collection, CBC and other blood specimen collection, patient education, patient referrals, patient treatments, diagnoses, client follow-up, and case management); on-site Point Of Care direct laboratory screening services (pregnancy test, height, weight, BMI, blood pressure, body temperature, Thyroid Stimulating Hormone test, HIV, leukocytes, nitrites, protein, urine and blood glucose tests, A1C, cholesterol and lipid testing, etc.); on-site Class D Pharmacy services that provide immediate access to contraceptive methods for clients at the time of their visit, including nexplanon and IUD devices for insertion and removal, anti-infective and anti-fungal medication to treat STD's, urinary tract infections, yeast, bacterial vaginosis, and other conditions); vaccines and immunizations provided thru the state's TVFC and ASN programs for children and adults); breast and cervical cancer services (diagnostic, treatment, and case management services including Medicaid for Breast and Cervical Cancer), and Primary Health Care Services (diagnosis and treatment of diabetes, hypertension, cholesterol, and other chronic and acute health conditions). With state FPP grant funding, STFPHC can deliver men and women's reproductive health services to serve at least 5,000 eligible women while offering more screenings and treatments for this area's most prevalent diseases such as high blood pressure and diabetes. All services are easily accessible with clinics located in rural, medically underserved that offer convenient hours, in historically disadvantaged communities/areas of town, where income of the clients typically fall at or below 200% of FPL. STFPHC clinics are well recognized and highly utilized by the state FPP eligible population. The STFPHC clinic schedules accommodate walk-ins, allow for immediate access to clinic services, and fit the needs of the growing population in the region that needs services. Over 96% of the clients served at STFPHC fall at or below 150% FPL. The positive influence STFPHC has in the community is directly linked to the emphasis placed on service with sound administrative, financial, and business practices that result in excellent patient outcomes. STFPHC is the recognized leader for family planning, men's reproductive health, women's health, and health education services. In 2002, STFPHC family planning clinics beat the United States 2 best practice sites on several points and matched them on others. Points such as patient satisfaction, staff satisfaction, clinical quality, and costs per clients were analyzed. In 2004, 2006, 2008, 2010, 2012, and 2014, DSHS performed quality assurance audits at STFPHC and each year all audited criteria was found to be in or near 100% compliance with state and federal standards which result in excellent patient outcomes. HHSC and DSHS financial compliance and Independent Audits have proven similar with results that indicate STFPHC exercises strong internal and external controls, maintains financial records in good order, and is contractually compliant. Clinics are adequately staffed with competent, experienced, knowledgeable, skilled, medically licensed, and trained personnel who carry out clinical services. Staff employed by STFPHC ranges from the Medical Director (OB-GYN) to mid-level clinicians (nurse practitioners and physician assistants) to specialists (certified medical assistants and/or community health workers). Knowledge and skill development are maintained and enhanced through staff development opportunities. Relevant clinical practices are based on state and

nationally recognized standards such as American Congress of Obstetrics and Gynecologists, United States Preventative Services Task Force, American Cancer Society, US Medical Eligibility Criteria for Contraceptive Methods, Providing Quality Family Planning Standards (QFP), Center for Disease Control and Prevention, DSHS Public Health Clinic Services, etc., as it pertains to clinical screenings, family planning, men and women's reproductive health service provision, and other medical services that are provided on-site. These practices include the proper medical management of and for: family planning, men's reproductive health, women's health care, and primary health care, including breast conditions (screening and diagnosis), cervical cytology, abnormal cervical screenings, Sexually Transmitted Diseases, Intrauterine Contraception, obesity, abnormal bleeding, chronic medical conditions, pelvic inflammatory disease, emergency contraception, vaginitis, UTI, candiasis, anemia, rectal bleeding, preconception care, HIV, adolescent services, male services, contraceptive implants, pregnancy, diabetes, hypertension, and more. Each clinical practice has specific standards and defined roles for mid-level clinicians and physicians. The practice clearly delineates the individuals responsible for every step in the management of health care for each client. A health care plan specific to each client monitors outcomes that are tracked within the system. These monitors identify acute, chronic conditions, and normal conditions, include return visit schedules, and ensure good patient outcomes. Standing Delegation and Medical Orders, as well as, agency protocols are clearly written, understood, and acknowledged by each employee to which they pertain on at least an annual basis. Relevant administrative practices are also based on commonly accepted standards for grants and contracts such as: Program guidelines for project grants for family planning services, Office of Management and Budget (OMB) circulars, Uniform Grants Management Standards (UGMS), applicable local, state, and federal laws such as the Fair Labor Standards Act, Texas Workers Compensation Act, Pro-Children Act, Civil Rights Laws, Trafficking Victims Protection Act, Generally Accepted Accounting Principles (GAAP), Independent Single Audit Rules, safety regulations from OSHA and CLIA, etc., and other ethical standards, rules, regulations, and laws relative to effective and compliant program administration and management. These clinical and administrative practices maintain *core STFPHC values* for service delivery: professionalism, courtesy, confidentiality, affordability, convenience, accessibility, walk-in accommodations, and never denying services to anyone because of inability to pay. STFPHC is well recognized, respected, and supported by the community, other social service organizations, private providers, as well as local, state, and federally elected officials. For over 44 years STFPHC has provided high quality services that clients have come to depend upon and trust.

3a. The core required services covered thru this state FPP grant will be offered directly by STFPHC, on-site, at each clinic by medically licensed physicians and clinicians. The few services which will be contracted out to outside providers are: higher-level diagnostic, radiological, and/or surgical procedures that are available under the state FPP grant. STFPHC has extensive experience, knowledge, and expertise with **developing, negotiating, and administering contracts**. Historically, STFPHC has contracted with: hospitals, for emergency care services and for use of their surgical and radiological facilities to perform procedures for uninsured and low-income STFPHC clients who need higher level diagnostic services and/or treatments, independent surgical facilities, for clients who require outpatient services, anesthesiologists, for clients who require anesthesia as part of their treatment and/or surgery, independent

physicians, who are specialists and licensed to do diagnostic biopsies, perform excisions, and surgical procedures, laboratories, which report using the Bethesda system to report and which are certified to analyze and report on breast and/or cervical biopsy tissue specimens, private physician groups, to accept clients who need specialized procedures for hi-risk clients who need tubals and vasectomies performed in an out-patient or hospital setting, radiological facilities, for the performance of x-rays, ultrasounds, fine and core needle biopsies, etc., including mammograms using the BI-RAD system. These on-going contracts, which STFPHC currently has in place, are currently functional and working effectively. The entire network of STFPHC contractors are ready and willing to take on additional clients who will become eligible under the state FPP grant and all have agreed to continue their contracts. STFPHC maintains a large, strong, highly-qualified, and willing network of contractors that work together in good faith to meet the needs of the uninsured and low-income clients that are served by STFPHC. The contracts that STFPHC currently has in place will allow state FPP eligible clients to receive the full scope of medical care necessary in a seamless manner that ensures a continuity of care.

3b. All the core and required services allowed thru the state's FPP grant will be offered directly by STFPHC, on-site, at each clinic by medically licensed physicians and clinicians. The contracted services are: higher level diagnostic, radiological, surgical services, etc., as described in 6a above. STFPHC provides **technical assistance** to its contractor on **service delivery, administrative and financial requirements** such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each contractor as expected from their contract no less than annually. STFPHC contractors complete basic training, attest to moral and ethical standards, agree to adhere to the agency's policies and regard all patient information with the highest degree of confidentiality, and attest that they do not provide or perform abortions. The fact that STFPHC subcontractors continue their relationships with the agency year after year, justifies the experience and ability of STFPHC to work with, train, and retain contractors. STFPHC has included several staff positions that will be responsible for monitoring contractors for performance of higher level diagnostic, radiological, surgical procedures, etc. Contractors under state FPP shall be monitored no less than annually for a variety of components (i.e. medically to ensure sound medical practices and nationally recognized standards of care were followed, financially to ensure they are billing appropriately and receiving appropriate reimbursement, and administratively to ensure they are collecting required data and submitting required forms, data, and reports accurately and timely, etc.). The staff positions and qualifications of the persons responsible for monitoring contractors are as follows: The Medical Director - a board certified OB-GYN, with over 50 years of experience; Asst. Medical Director - a Family Practice MD and surgeon with over 40 years of experience; Clinic Services Director - a Physician Assistant with over 15 years of experience; a Fiscal Director - with over 10 years of experience; a Billing Director - Bachelor Degree certified coder with over 10 years of experience. Each staff position is held responsible for understanding their expected roles and performing designated monitoring activities that are within the realm of their authority for every subcontractor

3c. STFPHC **monitors and evaluates the professional and clinical services** performed by contractors for referrals made to those contractors. STFPHC ensures

contractors maintain effective certifications, licensures, and that they test and inspect their equipment and maintain necessary trainings and CEUs, etc. Contractors at STFPHC work directly at the various clinics on-site providing direct services and/or are directly reimbursed for high-level surgical/medical procedures. Depending on the function that is filled by the contractor (as a hospital, independent physician, independent clinician, laboratory, and/or radiological facility, etc.), STFPHC monitors and evaluates the performance of the contract, direct delivery of services, administrative and financial requirements such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each sub-contractor as expected from their contract no less than annually. STFPHC requires that these contractors provide copies of current licenses, certifications, equipment and/or facility inspections, etc., and STFPHC retains copies on file for review by DSHS/HHSC or other officials as needed. STFPHC works directly with their contractors to monitor the contracts and clinical services that contractors deliver. Contractors are monitored for compliance with nationally recognized standards of care, billing, coding, programmatic requirements, etc. STFPHC ensures contractors are trained to understand: 1) how to work with STFPHC clients, 2) never to charge STFPHC clients for services, 3) how and when to bill STFPHC and receive reimbursement from STFPHC for services rendered, 4) exactly what services are allowed and what levels of reimbursements are expected, 5) exactly what paperwork is required with each services ordered, 6) how to communicate with STFPHC about any budgeting or management processes and any other issues in good faith, and 7) how to refer clients into STFPHC programs who may need the agency's services.

3d. STFPHC monitors and evaluates all contractors thru the QA/QI process and reviews the feedback from client satisfaction surveys. The agency utilizes all the same tools and activities that ensure high quality care is delivered to each client. STFPHC verifies that contractors maintain effective certifications, licensures, and that they test and inspect their equipment and maintain necessary trainings and CEUs, etc. Contractors at STFPHC work directly at the various clinics on-site providing direct services and/or are directly reimbursed for high-level surgical/medical procedures. Depending on the function that is filled by the contractor (as a hospital, independent physician, independent clinician, laboratory, and/or radiological facility, etc.), STFPHC monitors and evaluates the performance of the contract, direct delivery of services, administrative and financial requirements such as billing and data submission/reporting, and initiates client surveys to ensure high levels of quality health care are being provided in a comfortable and convenient manner by each sub-contractor as expected from their contract no less than annually. STFPHC requires that these contractors provide copies of current licenses, certifications, equipment and/or facility inspections, etc., and STFPHC retains copies on file for review by auditors and other officials as needed.

4a. The STFPHC **Family Planning Program promotion plan for the period July 1, 2016 thru August 31, 2017** allowed STFPHC to serve over 16,000 unduplicated persons in 2015. The plan itself is based on the assessment of the needs within the STFPHC service area. The plan is best described as follows: The purpose of the plan is to *educate* communities about family planning, women's health care, and men's health care; *inform* the public about the purpose and services available thru South

Texas Family Planning & Health Corporation; *enhance* community understanding of the agency's objectives; *disseminate education and information* regarding women's health, men's health, and family planning services; inform the community about *LARC's,* including the availability and the benefits of such methods; *enlist community support*; *recruit* potential clients for the Family Planning Clinics/Men's Health Centers; and to *focus on reducing adolescent pregnancy rates* and prevention/awareness of STD/HIV-AIDS.

4b. **Implementation and evaluation strategies** for the **Family Planning Program promotion plan for the contract period July 1, 2016 through August 31, 2017,** have resulted in highly effective outcomes and maximized participation and success. Implementation strategies include: STFPHC administration and operation of 6 Family Planning Clinics/Men's Health Centers that deliver primary health care; 4 Natural Family Planning Centers; and 1 Health Education Services Project. Educational and Information activities include: provision of *community presentations* to small and large groups, other agencies, parents, etc.; *participating and attendance at community health fairs/community events* by STFPHC Community Health Workers about family planning-women's health, and men's health services, long-acting reversible contraceptives, clinic sites, and other appropriate information; *marketing and media campaign* that includes promotion of the program and agency services to the community thru use of all forms of social media such as the Internet, Facebook, Instagram, Twitter, webpages; *Public Service Announcements* for radio and television; advertisements in newspapers, newsletters, bulletins, sale circulars, etc., to inform the community about family planning, women's health, men's health services available and how to access these services and where; and to utilize the agency's *Patient Recruitment Incentive Plan* that takes advantage of existing clients by using word-of-mouth recommendations to generate more clients and public notice. STFPHC also requires and allows agency *personnel to participate in* local school district advisory councils, serve on the boards that govern them, serve on church, youth groups, and local planning committees, participate in PTA's, join community and civic organizations, and other groups to increase awareness within the community about STFPHC and the organization's services. **Evaluation strategies** for the **Family Planning Program promotion plan** consist of qualitative, subjective, and non-subjective tools that measure effectiveness and outcomes of the educational program/community event/health fair participation, etc. Evaluation tools include a presenter-group interaction tool which evaluates staff knowledge and abilities when conducting community/group education, along with other management tools that compare overall attendance at fairs/community events vs. new clinic clients entering for services as a result of the fair/event.

4c.Outreach plan, strategies for marketing. The **collaborative efforts with other providers are imperative to agency success.** STFPHC collaborates with area health care providers in each of the communities served thru coordination of programs, collaboration to plan and provide community events, participation in school district advisory committees and other local committees where client referrals for STFPHC services come from. STFPHC collaborates by allowing staff participation in local civic groups, service on other groups that work with similar populations within the community, and by keeping constant communication with local event planning coordinators, media, and news reporters. STFPHC provides community assist in the planning and development of various community-wide events, including health fairs, neighbor's night

out, HIV awareness walk, Diabetes run, and works with several local hospitals, HHSC offices, homeless shelters, food pantries, and other organizations which serve the same client populations. These collaborations and partnerships allow bi-directional referrals for services and increase the continuity of care between STFPHC and the greater community at large. The STFPHC **outreach and marketing plan** includes the planning, attendance, provision of no less than 12 community presentations; and participation in 4 of the area's largest health fairs. Strategies for marketing include sponsorship at several community events, utilizing materials available by the state to develop and create a media campaign to attract new clients into the agency, and work with local news reporters to develop story lines based on monthly awareness campaigns that are related to family planning, women's health, and men's health.

5a. STFPHC clinics to deliver high quality family planning services and utilizes effective processes that ensure the provision of services will be available to FPP eligible clients throughout the contract term by utilizing budgets, monitoring unduplicated client counts, program service utilization, and management reports to administer the program. The STFPHC budget design process begins with the board of directors. The board develops and approves an annual budget for each program and all budget revisions thereafter, with the support of the executive director, fiscal services director, medical director, and clinic services director. The budget takes into consideration the size and scope of the contract, the expected deliverables with each contract, the total number of FTE's required to deliver high quality services for family planning, the type of personnel needed to provide medical and educational services, the number of individuals expected to be served by each program, the time frame of the budget, the amount of supplies, travel, and other expenditures/items needed to operate a financially sound and highly quality family planning program. The board then directs the executive director, fiscal director, and medical director to implement the budget as developed and planned. Budget implementation includes communication to project directors who manage the budget regarding measurable service delivery goals, number of persons to be served by that budget, time frame for delivery, and type of services to be delivered, along with categorical and line item expenditures allowed based on anticipated revenues for the contract period. The budget categories and underlying line items are monitored for planned vs. actual revenues/expenses by the fiscal services director. The clinic services director and medical director monitor the service delivery plan, data reports submitted by clinic coordinators, number of persons served vs. number planned for the time period, the cost of supplies and visits on a weekly basis. The executive director organizes monthly meetings with the project directors. Each director reports on current status (planned results vs. actual achieved) for the time period. Corrective actions are discussed and taken to ensure goals are met, fund and adequately utilized, and that clients can depend on the receiving services during the entirety of the contract term. The executive director also reports to the board of directors each quarter regarding the budget categories and line items for family planning; the planned vs. actual results for the time period, expenses incurred, number of clients served, etc. These internal activities have proven highly effective in delivering comprehensive family planning and women's health services in the communities served by STFPHC for the past 44 years and have created an environment that clients trust. The process mentioned herein will ensure ensure the provision of services will be available to FPP eligible clients throughout the contract term.

6. The role of the STFPHC Quality Assurance/Quality Improvement Committee (QA/QI) is to ensure the delivery of high quality, comprehensive services for all clients, in a cost-effective manner designed to enhance patient care and eliminate or minimize problems related to the delivery of quality care, within the framework of current standards and contracts. The QA/QI is managed by the *Medical Director* with assistance from the *Assistant Medical Director* and the *Clinic Services Director,* who are the persons responsible for maintaining processes utilized to monitor services outlined in the agency's QA/QI plan, such as: scheduling monitoring activities quarterly, reporting on those activities, working with the staff development coordinator to incorporate trainings based on identified trends, updating and approving the policies at least annually, and then communicating them to the entire agency. Staff, along with their qualifications, that sit on and participate in QA/QI processes include: *Medical Director*, OB-GYN, FACOG, with over 50 years of medical experience and over 10 years of direct experience with publicly funded programs here at STFPHC; the *Assistant Medical Director*, MD, and general surgeon that has over 40 years of medical experience and over 10 years of direct experience with publicly funded programs here at STFPHC; the *Clinic Services Director*, that has over 15 years of medical experience and over 8 years of direct experience with publicly funded programs at STFPHC along with a Community Partner Program Navigator Certificate and recognition as a Certified Community Health Worker by DSHS; one *clinician* that is an Advanced Practice Registered Nurse certified in Women's Health and Pediatrics with over 5 years of experience at STFPHC and 10 years in other publicly funded settings; the *Executive Director*, with an Bachelor in Business Administration and Master of Public Administration and over 27 years of direct experience with publicly funded programs as STFPHC; the *Educational Director*, with a Master of Science in Counseling, former teacher of the local school district, certified by DSHS as a Community Health Worker, designated as a Navigator by the Community Partner Program, and a Certified Application Counselor for the ACA, who is responsible for outreach and recruitment of clients for programs; the *Fiscal Services Director*, with a Bachelor of Business Administration with an emphasis in Accounting and over 11 years of experience with state and federal grant funds, state and federal accounting requirements, and financial audits at STFPHC; The *Health Information/Legal & Billing Director* with a Bachelor of Science in Criminal Justice, an ICD-10 coding certificate, a Professional Biller Certificate from AAPC, is recognized as a certified Community Health Worker by DSHS, certified as a Community Partner Program Navigator, and a recognized as a Certified Application Counselor for ACA with over 10 years of experience; the *Assistant Clinic Service Supervisor* with over 20 years of direct experience at STFPHC managing and delivering publicly funded programs, recognition as a Certified Application Counselor for ACA, certified by the Community Partner Program as a Navigator, and recognized by DSHS as a certified Community Health Worker; and one *Clinic Coordinator*, that has over 26 years of experience at STFPHC delivering publicly funded programs, recognition as a Certified Application Counselor for ACA, certified by the Community Partner Program as a Navigator, and recognized by DSHS as a certified Community Health Worker .

The Medical Director is directly involved in the Quality Assurance activities and is the lead person responsible in ensuring that activities of the Quality Assurance System remain on-going and effective, in all areas that are reviewed, including administrative, facility, pharmacy, clinical, and education/outreach efforts. From the daily activities of service delivery, medical record reviews, on-site observations & evaluation of staff and

facilities, to analyzing results of client surveys, staff development training, and presiding over the annual face-to-face meeting of the committee, the STFPHC *Medical Director is an integral part of the Quality Assurance System and its on-going activities*. During the process of monitoring the agency's services, systems, staff, and facilities, several essential tools are used to identify patterns that help reduce or eliminate problems in the delivery of quality care. The Audit Tools are designed to check for standards and protocols as set forth by DSHS and STFPHC for risk management. Each of these activities is tracked, monitored frequently, and documented. The Quality Assurance System has a process for corrective actions and follow-up to findings. Corrective actions are taken immediately. The action taken depends on the severity of the weakness or trend identified. As outlined in the organization's personnel policies all employees are held accountable for their actions. Activities for corrective action are as follows: *Wrap-Up Review of Findings*; *One-on-One Formal Action; Group Action (Staff meetings/training resulting from an audit; Personnel Action from reprimand up to termination;* and depending on how serious the findings are, a person or site can be placed on *Accelerated Monitoring.* The Agency has a process for identifying project performance and outcome measures (QI) that includes set goals related service outcomes and meeting the needs of clients (unduplicated numbers served and monitoring of the agency's contractor objectives) and other goals based on community needs assessment. Each clinic site enters tracking information into the medical system and tracks medical and performance data as needed. The Clinic Services Director analyzes the data and implements a plan with corrective actions as needed. Utilization and Frequency of Client Satisfaction surveys are an important part of the Quality Assurance System. STFPHC conducts Client Satisfaction Surveys to a random sample of 10% of new/annual clients, every quarter. There is a series of four separate survey forms, which measure various components of client satisfaction (waiting time, convenience of hours, accessibility of services, staff courtesy, clinic comfort level, information & education received, services rendered, patient knowledge before & after our services, behavioral changes, etc.). The QA committee reviews the results and develops a course of action or plan of recognition depending on the results. Adverse outcomes are formally identified, reviewed, reported, and monitored by the QA committee at least every quarter. Adverse outcomes include, but are not limited to unplanned events or conditions that happen to a client because of services rendered to them by our agency. STFPHC reviews adverse outcomes such as: abnormal pap smears, abnormal breast exams, abnormal in-house lab results, positive STD's, unintended positive pregnancies, adverse method and medication reactions, and referrals to other medical providers. With all adverse outcomes, the STFPHC clinicians identify, review, and detail a plan of action for patient care and monitor it for adherence. The actual organizational process to develop agency protocols and SDO's involves a meeting of the QA committee to review current protocols/SDO's, consider new or revised protocols/SDO's, decide on training needs that are necessary, and rationale for proposed protocol/SDO. The *Medical Director* then researches for standards from medical associations, those required by funding sources (Quality Care for Public Health Community Clinics, HHSC, DSHS, QFP, nationally recognized guidelines and standards of care, etc.), other Program Specific rules & regulations (including Class D Pharmacy), and Texas Board of Medical Examiners rules & regulations, etc. The Medical Director reports back to the QA committee to discuss his findings and makes a decision recommendation to add/revise or not. Based on the decision recommendation, the Medical Director then writes the protocol/SDO and forwards it to the Clinic Services Director for staff implementation and training. The Medical Director is responsible for updating the Protocols and Standing Delegation Orders and for conducting an *annual review* of both, with assistance from the

Clinic Services Director. All medical staff that provide services at STFPHC who fall under the Agency Protocols and/or SDO's (Clinicians, Clinic Coordinators, CHW/Clinic Specialists) must follow the protocols and SDO's and must sign-off acknowledging their understanding of them and adherence to follow them as written, annually. Mid-Level Clinicians have separate medical protocols that delegate specific duties and functions to them as approved by the Medical Director. Mid-Level protocols are also reviewed annually and approved by the Medical Director, who is responsible for their update. Similarly, they must be signed-off by the mid-level practitioner acknowledging their understanding and adherence.

7. The South Texas Family Planning & Health Corporation Family Planning Services Medical Director is Alberto De La Guardia. His current and valid Texas medical license is below.

TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY
REGULATORY SERVICES DIVISION, LICENSING AND REGISTRATION SERVICE
CONTROLLED SUBSTANCES REGISTRATION, PO BOX 4087, AUSTIN, TEXAS 78773

DPS REGISTRATION NUMBER	DATE EXPIRED	FEE PAID
F0001468	11/30/2016 ✓	YES

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2, 2N, 3, 3N, 4, 5	PRACTITIONER	02/06/2015

REGISTERED NAME AND ADDRESS

ALBERTO ENRIQUE DE LA GUARDIA, MD
SOUTH TEXAS FAMILY PLANNING AND HEALTH CORP
4455 SPID # 29
CORPUS CHRISTI, TX 78411

THE TEXAS CONTROLLED SUBSTANCES ACT, CHAPTER 481 OF THE HEALTH AND SAFETY CODE, PROVIDES THAT THE TEXAS DEPARTMENT OF PUBLIC SAFETY MAY DENY A CONTROLLED SUBSTANCES REGISTRATION OR THAT A CONTROLLED SUBSTANCES REGISTRATION MAY BE SUSPENDED OR REVOKED.

THE STATE OF TEXAS

THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

NAR-79 (6-10) CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES

Medical Director License - STFPHC

TEXAS MEDICAL BOARD
IDENTIFICATION CARD

LICENSE/PERMIT NUMBER	EXPIRATION DATE
D5598	11/30/2016

ALBERTO E DE LA GUARDIA, MD
4455 S PADRE ISLAND DR STE 30
CORPUS CHRISTI TX 78411-5142

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER	EXPIRATION DATE
D5598 ✓	11/30/2016 ✓

ALBERTO E DE LA GUARDIA, MD
4455 S PADRE ISLAND DR STE 30
CORPUS CHRISTI TX 78411-5142

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

8a **CURRICULUM VITAE**

ALBERTO E. DE LA GUARDIA (MEDICAL DIRECTOR) , M.D., OB-GYN, FACOG

Texas Medical Board License #: D5598

OFFICE:	PHYSICIANS PLAZA WEST 2601 HOSPITAL BLVD., SUITE #216 CORPUS CHRISTI, TX 78405 PHONE (361) 882-6868 FAX (361) 882-7878
PLACE:	PANAMA, REPUBLIC OF PANAMA
CITIZENSHIP:	NATURALIZED 1962
PERSONAL:	MARRIED TO ELIZABETH CAROLINE TWO SONS, ALBERT AND MICHAEL
PREMEDICAL EDUCATION:	TULANE UNIVERSITY NEW ORLEANS, LA B.S., 9/55 – 6/58
MEDICAL SCHOOL:	TULANE UNIVERSITY NEW ORLEANS, LA M.D., 9/58 – 5/62
INTERNSHIP:	CHARITY HOSPITAL OF LOUISIANA NEW ORLEANS, LA
RESIDENCIES:	SOUTHERN BAPTIST HOSPITAL NEW ORLEANS, LA OB/GYN, 1/66 – 12/68 SOUTHERN BAPTIST HOSPITAL NEW ORLEANS, LA SURGICAL, 7/63 – 10/63
ADDITIONAL POST GRADUATE:	SOUTHERN BAPTIST HOSPITAL NEW ORLEANS, LA SURGICAL RESIDENCY WHILE WAITING FOR OB/GYN RESIDENCY, 10/65 – 1/66
MILITARY:	UNITED STATES AIR FORCE 10/63 – 10/65
CERTIFICATION:	AMERICAN BOARD OF OBSETRICS & GYNECOLOGY NOVEMBER 12, 1971
MEDICAL LICENSURE:	TEXAS MEDICAL LICENSE #D5598 LOUISIANA MEDICAL LICENSE #9362

ALBERTO E. DE LA GUARDIA, M.D., OB-GYN, (MEDICAL DIRECTOR) continued
Texas Medical Board License #: D5598

HOSPITAL APPOINTMENTS:	COLUMBIA NORTH BAY HOSPITAL, ARANSAS PASS, TX SPOHN MEMORIAL MEDICAL CENTER, CORPUS CHRISTI, TX DOCTORS REGIONAL HOSPITAL, CORPUS CHRISTI, TEXAS
PROFESSIONAL AFFILIATIONS:	ACOG TEXAS ACOG TEXAS MEDICAL ASSOCIATION SPAR MEDICAL SOCIETY
WORK HISTORY:	KIMBRO CLINIC CLEBURNE, TEXAS 76031 1/15/69 – 4/1/83 DURHAM CLINIC HOUSTON, TEXAS 77007 4/4/83 – 6//1/87 KAISER PERMANENTE DALLAS, TX 75224 6/15/87 – 1/1/88 WOMEN'S CLINIC, SOLO PRACTICE GRANDBURY, TEXAS 1/2/88 – 3/4/94 WOMEN'S MEDICAL, OB/GYN, SOLO PRACTICE INGLESIDE, TX 78362 3/1/94 – 8/13/99 WOMEN'S MEDICAL, OB/GYN, SOLO PRACTICE CORPUS CHRISTI, TEXAS 78405 8/13/99 – PRESENT SOUTH TEXAS FAMILY PLANNING & HEALTH CORP., *ASST. MEDICAL DIRECTOR* CORPUS CHRISTI, TEXAS 78411 4/2005 – 4/2006 SOUTH TEXAS FAMILY PLANNING & HEALTH CORP., *MEDICAL DIRECTOR* CORPUS CHRISTI, TEXAS 78411 4/2006 – PRESENT

8b. MARTHA F. ZUNIGA (PROGRAM DIRECTOR) RESUME

7710 Cisco Circle
Corpus Christi, Texas 78413
361-813-6694 (cell) · 361-855-7333 (work)

EDUCATION

Master of Public Administration (1998)
Major: Management
School: *Texas A & M University/Corpus Christi*

Bachelor of Business Administration (1996)
Major: Management
School: *Texas A & M University/Corpus Christi*

Associates of Business Administration (1993)
Major: Management
School: *Del Mar College, Corpus Christi, Texas*
Honors: Certificate of Achievement for Distinguished academic performance at a two-year college

CAREER RELATED EXPERIENCE

Administration/Management/Leadership

- Writing Federal and State *Grants* successfully.
- *Monitoring and Evaluating* Internal Programs and External Programs
- *Implementing* New and Present Projects within the Agency
- *Enforcing policies* set forth by the Board of Directors, states, and federal governments
- Approving & Authorizing Expenditures and Disbursements
- *Interpreting* Federal & State Standards and Guidelines for internal policy guidance
- Conducting Community Assessments throughout State Region 11
- Developing Management Information Systems/Computer Operating Systems to ensure reports to state and feds are accurate, timely, and can be easily analyzed for management actions
- Preparing Internal & External Correspondence for the organization
- Coordinating fundraising activities with the employees and board members
- Creating and Maintaining the agency's strategic plan
- Managing multiple clinics and sites throughout South Texas – 10 locations
- Participating in the Health Metrics Best Practices 2002 evaluation for family planning programs in the U.S. and *South Texas Family Planning & Health Corporation met or exceeded* the U.S. Best Practices in 3 of 4 points (Patient satisfaction, Staff satisfaction, Clinical Indicators, Education & Time Spent).
- Overseeing the development technological infrastructure of the agency, where a wide area network was designed and constructed (connecting all locations throughout 19 counties in South Texas) to enhance internal & external communications thru computers & technology for

MARTHA F. ZUNIGA, (PROGRAM DIRECTOR) – Resume continued, pg. 2

the first time. Systems were designed and/or purchased for billing, pharmacy, tracking, clinic visits, email, internet access and much more for technological improvement
- Coordinating meetings with departments of the organization to ensure communication is horizontal and vertical within the agency in an effective manner to ensure responsiveness
- Working directly with external auditors (financial, QA, contractual, and others) during site reviews and audits of the agency.
- Coordination with QA/QI systems within the agency to respond to identified trends, patterns, needs, etc. and address them in an effective and swift manner.
- Launching of agency's mobile friendly website, located at www.STFPHC.org
- Launching and Implementation of Electronic Health Records
- Working directly with Board members, organizing meetings, keeping board members informed of events, legislation impacting program, community information, on-goings of the organization and making recommendations to board of directors for policy development/formulation, budget approvals and revision approvals
- Negotiating contracts with providers, hospitals, and funders
- Serving as the official spokesperson for the organization
- Serving on directly related boards, committees, councils, etc., to ensure the organization is represented community-wide.
- Making recommendations to board for increasing staff morale, retention, and maintaining experienced leaders in the agency
- Evaluating and monitoring program with Strong QA/QI component to address minimum data elements, gather, report, & capture FPAR Data for 330 grant, etc.

Human Resources Management
- *Directing* of over 42 employees & staff contractors at STFPHC
- Responsible for projects administered by South Texas Family Planning & Health Corporation umbrella – *Natural Family Planning & Fertility Centers, Health Education Services Project (promoting abstinence & character development), Breast & Cervical Cancer Project, Family Planning Clinics/Men's Health Centers, Title X HIV Integration Project, Title X Obesity Project, Texas Infertility Prevention Project, Immunization Project, Expanded Primary Health Care Project, Medicaid Incentive Funds, Enrollment Grant project, Primary Health Care funds, etc.*
- Conducting *Wage Comparability Surveys* to recommend salary changes and benefits
- Preparing Salary & Staffing Structure Proposals for Board of Directors
- Conducting Formal Staff Needs Assessments for Training and Skill Retention
- Conducting Organizational structural planning & transformation
- Developing Action Plans for *Staff Training, Development, CEU/CME/CHW maintenance and re-certifications*
- Developing *Basic Orientation System for Board of Director and New Hires*
- Knowledge of EEOC Laws, Title VII of the Civil Rights Act, Americans with Disabilities Act, and applicable HR inter-agency policies/procedures
- Experience with promoting, terminating, demoting, and *disciplining employees.*
- Responsible for staff *recruitment, retention, & selection, including screening applicants, interviewing, employee evaluation, job description updates, and hiring.*

MARTHA F. ZUNIGA, (PROGRAM DIRECTOR) – Resume continued, pg. 3

Fiscal Management and Budgeting

- Development & Recommendation of the Annual Budget to the Board of Directors, including all subsequent budget revisions for all projects & funding sources
- Development and submittal of budgets to state and federal governments, and community foundations
- Knowledge of separation of books for state budgets and grants for compliance with state contracts
- Familiar with the reporting requirements of Title X, HTW, PHC, BCCS, EPHC.
- Experience with preparation of Form 990 for the IRS,
- Prepared and Completed Quarterly Reports for IRS and funding sources
- Act as the liaison between internal review team and independent auditing firm and have first hand experience with Grants Management Auditors, Quality Assurance Auditors, and those monitoring our services
- Knowledge of MIS systems used to track revenues and expenditures
- Experience with preparation of federal & state payment vouchers for reimbursement of services provided (B-13, B-13x, FSR, Forms 250 and 350, etc.)
- Experience with revenues received by state & federal governments, and internal accounting practices
- Billing and reporting of medical services rendered to state & federal governments with required reports for clinical indicators and minimum data elements
- Understanding of cost analysis and development cost rates charged to those over state and federally covered FPL limits

EMPLOYMENT HISTORY

1988 - present **South Texas Family Planning & Health Corporation**
Private, non-profit agency established to provide comprehensive primary health care, community-wide education, women's health, family planning/men's services, breast & cervical cancer care, enrollment assistance, etc., to the indigent and low-income populations throughout South Texas.

- **Executive Director for 16 years (5/99 to present)**
- Assistant Executive Director (4/97 – 5/99)
- Fiscal/Administrative Services Supervisor (10/95 – 3/97)
- Administrative Office /Operations Specialist (8/88 – 9/95)

1993-95 **Texas Assn. Concerned w/School Age Parenthood (TACSAP)**
Private, non-profit agency established as voice across Texas to develop and implement strategies to combat Adolescent Pregnancy – weekend job)

- **Contract Administrative Specialist to Board of Directors**

PROFESSIONAL AFFILIATIONS

- Texas Association Concerned with School Aged Pregnancy Organizational Member

MARTHA F. ZUNIGA, (PROGRAM DIRECTOR) – Resume continued, pg. 4

- Texas Public Health Association Member
- Women's Health and Family Planning Assn. Member and President in 2009 and 2014
- National Family Planning & Reproductive Health Association Member
- South Side Lions Club Member
- Healthy Futures of Texas Program
- Women's Healthcare Coalition Member

COMMITTEE/COMMUNITY WORK

- Texas Dept. of Health (now DSHS) appointed by commissioner to the Family Planning Advisory Committee, 1998 – 2003, and elected Vice-President in 2003.
- Texas Dept. of Health (now DSHS) Information & Education Sub-Committee Member, 1999-2001
- Texas Dept. of Health (now DSHS) Funding Allocation Sub-Committee Member, 2001-2002
- Head Start Advisory Committee Member, Community Action Agency, 1998-current
- Region 11 Family Planning Advisory Committee Member & Officer, 1995 - 2003
- Federal Expert's Panel on Statutory Rape, USDHHS, 2004
- Robstown Housing Authority, Program Coordinating Committee, 2000 - current
- Aransas County, Health Care Steering Committee, 1999 - 2001
- Center for Health Training Committee – State wide conference Trainer & Planning Member for the "Supervisor's Institute," 2004
- Presenter for National Family Planning & Reproductive Health Association "Family Planning in Latino Communities" 4/2008
- SS Lions Club Disabled Children's Camp Fund-Raising Member, 1996 - current
- SS Lions Club Eye Tissue Transfer member, 1996 - current
- SS Lions Club Former Newsletter Editor – Weekly for the club and monthly for the Regional Clubs, 1996 – 1998
- Dept. of State Health Services, Texas Cervical Cancer Strategic Planning Committee and Vice-Chairperson for the Policy Work Group, 2006-2007
- Presenter for Dept. of State Health Services "New Family Planning Contractor's Orientation" 2006
- Presenter for Dept. of State Health Services "Round Table Meetings" on Quality Assurance Monitoring Reviews & Preparation, 2008
- Testimony and Comments to Texas House Health Care Committee, 2011, 2013
- Testimony and Comments to Texas Senate Finance Committee, 2015
- Women's Health and Family Planning Association, President 2008-2010 and 2012-2014
- Board Member of Women's Health and FP Association of Texas (Provider Representative) 2014-2016 and member of Executive Committee and Finance Committee.
- Presentation to Texas House Women's Caucus 2014 and 2015 in Austin, Texas. Spoke at the Women's Champion Tour – Representative Donna Howard in Corpus Christi, Texas
- Texas Health and Human Services Commission – appointed by commissioner to the Women's Health Advisory Council in September 2015

8c. **Curriculum Vitae**

Suzanne White, PA-C, (CLINIC SERVICES DIRECTOR) TMB #PA04291
6014 Strasbourg Drive, Corpus Christi, TX 78414
Phone: 361-563-1676 email: swhitepa@gmail.com

EDUCATION

University of South Alabama
Physician Assistant Studies
Master of Health Science Degree

Stephen F. Austin State University
Double Major – Biology and Computer Science
Bachelor of Science Degree

CERTIFICATIONS

Community Health Worker
ACA Navigator
Physician Assistant License, Texas Medical Board
DEA Certificate
NCCPA Board Certified

EMPLOYMENT

South Texas Family Planning and Health Corporation
March 2008 to Present
Clinic Services Director. Clinical duties include woman's health, male exams, health screenings, basic primary care and family planning in rural clinical settings. Breast and Cervical Cancer Services clinician.

Puget Sound Healthcare VA - Seattle, Washington
November 2007 to February 2008
Locums PA treating patients for back and spine issues through Rehab Care Services.

Corpus Christi Cancer Center – Corpus Christi, Texas
August 2005 to October 2007
Care of patients while and after receiving external beam radiation treatments. Collaboration with physician and dosimetrist on radiation treatment planning.

Jacinto Medical Group – Baytown, Texas
November 2004 to July 2005.
Responsibilities include acute care treatment of patients in the Walk-In clinic for a 5 physician group.

Togas Veteran Administration Hospital, Togus, Maine
August 2004 to November 2004
Locums PA treating patients in Urgent Care facility.

Internal Medicine of Mississippi – Gulfport, Mississippi
September 2002 to June 2004
History and physical exams, treatment evaluation, acute care, lab results interpretation, pain evaluation and treatment, and many other treatments and procedures.

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

FORM B: TABLE OF CONTENTS AND CHECKLIST

In coordination with the requirements of **Section 5.9 Organization of Electronic Submission of Application,** this form is provided to ensure Applicants submit the required forms.

FORMS	DESCRIPTION	Included	Page #
A	Face Page	**X**	**1**
A-1	Application Narrative	**X**	**2 - 39**
B	Table of Contents and Checklist	**X**	**40**
C	Texas Counties and Regions	**X**	**41**
D	Family Planning Program Contact Information	**X**	**42**
E	Family Planning Funding Request and Proposed Number of Unduplicated Clients	**X**	**43**
F	Budget Summary	**X**	**44**
F-1 – F-7	Budget Category Detail Forms	**X**	**45 - 67**
G	Family Planning Program Applicant Readiness	**X**	**68**
H	Family Planning Clinic Sites Readiness	**X**	**69 - 74**
I	Family Planning Program Clinic Sites	**X**	**75 – 80**
J	Family Planning Services Profile Table	**X**	**81 - 92**
K	Family Planning Certification	**X**	**96**
Appendix I	Certifications and Other Required Forms: Form 1: Child Support Certification Form 2: Debarment, Suspension, Ineligibility, …Certification Form 3: Federal Lobbying Certification Form 4: Required Certifications Form 5: Respondent Information and Disclosures Form 6: Anti-Trust Certification Form 7: HUB Subcontracting Plan (HSP) 7a: HUB Solicitations/Back-Up/Supporting Documents Form 8: Security and Privacy Initial Inquiry (SPI)	**X**	**98** **99 – 100** **101** **102-103** **104 – 116** **117 – 118** **119 –121** **122 – 203** **204 - 212**

FORM C: TEXAS COUNTIES AND REGIONS

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Applicant must identify the counties in which it proposes to provide the services required under this enrollment by placing a checkmark or an X in the respective county(ies) box(es).

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☐	01	Hays	☐	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	**-D-**			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	X	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	**-I-**			Montague	☐	02	**-T-**		
Bee	X	11	**-E-**			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	**-J-**			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	**-N-**			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	**-F-**			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fannin	☐	03	Johnson	☐	03	Nueces	X	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	**-O-**			**-U-**		
Brooks	☐	11	Fisher	☐	02	**-K-**			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	**-P-**			**-V-**		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	**-G-**			Kimble	☐	09	Parmer	☐	01	**-W-**		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	X	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	**-L-**			**-R-**			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	**-H-**			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	**-Y-**		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	**-S-**			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	**-Z-**		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	**-M-**			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	X	11			
Crockett	☐	09	Haskell	☐	02	Marion	☐	04	San Saba	☐	07			

FORM D: FAMILY PLANNING PROGRAM CONTACT PERSON INFORMATION

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

- This form provides information about the appropriate contacts in the Applicant's organization.
- Mark N/A if a contact does not apply to your agency.
- ALL phone numbers should be a direct line to the designated individual.
- If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts			
Billing Contact		*Executive Director*	
Last Name:	Edwards	Last Name:	Zuniga
First Name:	Mandi	First Name:	Martha
Salutation:	Ms.	Salutation:	Ms.
Title:	Health Info./Billing Dir.	Title:	Executive Director
Email:	MandiEdwards@STFPHC.org	Email:	MarthaZuniga@STFPHC.org
Phone:	361-855-7333 ext. 20	Phone:	361-855-7333 ext.11
Financial Director		*Medical Director*	
Last Name:	Tapia	Last Name:	DeLaGuardia
First Name:	Richard	First Name:	Alberto
Salutation:	Mr.	Salutation:	Dr.
Title:	Fiscal Services Director	Title:	Medical Director
Email:	RichardTapia@STFPHC.org	Email:	AEDelaguardia@STFPHC.org
Phone:	361-855-7333 ext. 15	Phone:	361-855-7333 ext. 33
Primary Program Contact		*Quality Assurance Contact*	
Last Name:	Zuniga	Last Name:	White
First Name:	Martha	First Name:	Suzanne
Salutation:	Ms.	Salutation:	Ms.
Title:	Executive Director	Title:	Clinic Services Director
Email:	MarthaZuniga@STFPHC.org	Email:	SuzanneWhite@STFPHC.org
Phone:	361-855-7333 ext. 11	Phone:	361-855-7333 ext. 18

FORM E: FAMILY PLANNING PROGRAM FUNDING REQUEST & PROPOSED NUMBER OF UNDUPLICATED CLIENTS

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

A. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

B. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Fee-for-Service Amount	$887,139
Cost Reimbursement Amount	$887,139
Total Amount	**1,774,278**

The number of Unduplicated Clients an Applicant intends to serve through the Family Planning Program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this open enrollment. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. This total should be an estimate of the number of Unduplicated Clients the Applicant proposes to serve at the Family Planning Program clinic sites included in its application. Use the following average cost per Client OR submit an explanation of the average used by the agency**: $285.00.**

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	**Proposed Number of Unduplicated Clients**
July 1, 2016 – August 31, 2016 -- FY'16	1,038
September 1, 2016 – August 31, 2017 -- FY'17	5,188
Total Number	**6,226**

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of $285.

n/a

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Budget Categories	Total Family Planning Program Budget (1)	HHSC Share Categorical & FFS (2)	Patient Co-Pays To Be Collected (3)
A. Personnel	$619,992	$619,992	$0
B. Fringe Benefits	$92,999	$92,999	$0
C. Travel	$26,889	$26,889	$0
D. Equipment	$53,400	$53,400	$0
E. Supplies	$301,600	$301,600	$0
F. Contractual	$143,600	$143,600	$0
G. Other	$374,500	$374,500	$0
H. Total Direct Costs	$1,612,980	$1,612,980	$0
I. Indirect Costs	$161,298	$161,298	$0
J. Total (Sum of H and I)	$1,774,278	$1,774,278	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	$619,992	$619,992	Fringe Benefits	$92,999	$92,999
	Travel	$26,889	$26,889	Equipment	$53,400	$53,400
	Supplies	$301,600	$301,600	Contractual	$143,600	$143,600
	Other	$374,500	$374,500	Indirect Costs	$161,298	$161,298

TOTAL FOR:	Distribution Totals	$1,774,278	Budget Total	$1,774,278

List any budget assumptions below:
No Assumptions being made.

Revised: 11/18/2009

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Executive Director (E)	N	Provides programmatic oversight & accountability for organization	0.05	Master Degree	$6,000.00	14	$4,200
Billing and Reimbursement Director (E)	N	Provides Medical Billing, CPT Coding, Legal Research on policies, procedures	0.5	Bachelor's Degree and Coding Certified	$4,100.00	14	$28,700
Fiscal Services Director (E)	N	Provides Financial Accountability for organization	0.5	Bachelor Degree	$5,200.00	14	$36,400
Educational Director (E)	N	Assists in providing programmatic oversight and provides education	0.25	Master Degree	$5,271.31	14	$18,450
Clinic Services Director (E)	N	Provides programmatic oversight & accountability	0.2	PA Medical License	$5,800.00	14	$16,240
Quality Assurance Director/Clinician (E)	N	Provides risk management oversight and exams/direct patient care	0.2	APRN Medical License	$5,800.00	14	$16,240
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Coordinator, CHW (E)	N	Provides Management of Clinics	0.4	Diploma	$3,000.00	14	$16,800
Clinic Specialist, CHW (E)	N	Client intake, eligibility, education, lab	0.4	Diploma	$2,600.00	14	$14,560
					TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS		$384,402
					SalaryWage Total		$619,992

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:	
Non-Optional Benefits: Worker's Compensation; Social Security; Medicare and Optional Benefits: Retirement, Health		
	Fringe Benefit Rate %	15.00%
	Fringe Benefits Total	$92,999

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
CHW/Clinic Specialist (E)	N	Client intake, eligibility, education, lab	0.3	Diploma	$2,600.00	14	$10,920
					SalaryWage Total		$152,880

Revised: 7/6/2009

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
IT Support (E)	N	Provides network and computer programming supervision	0.01	Certificate	$2,600.00	14	$364
IT Support (E)	N	Provides NFP education	0.01	Certificate	$2,500.00	14	$350
Asst. Clinic Services Supvr., CHW (E)	N	Provides support and assistance to Clinic Svs. Director and QA director	0.5	CHW Certificate	$3,100.00	14	$21,700
Bookkeeper (E)	N	Provides data entry into accounting system and assists Fiscal Director	0.5	Diploma	$2,200.00	14	$15,400
IT Supervisor (E)	N	Provides network and computer programming supervision for E.H.R./Billing	0.01	Associate Degree	$3,631.00	14	$508
Administrative Assistant, CHW (E)	N	Provides clerical support	0.5	Diploma/Certificate	$1,900.00	14	$13,300
Administrative Assistant (E)	N	Provides clerical support	0.5	Diploma	$1,900.00	14	$13,300
Medical Director (E)	N	Provides medical oversight & accountability	0.5	MD, OB-GYN Medical Licens.	$9,000.00	14	$63,000
Asst. Medical Director (E)	N	Provides medical oversight & accountability	0.5	MD, Medical License	$8,800.00	14	$61,600
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
Billing Assistant (E)	N	Provides Claim Entry Data based on E.H.R. documentation into TMHP and Agency software for Billing	0.25	Diploma	$2,400.00	14	$8,400
					SalaryWage Total		$231,522

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
State Family Planning Program Training	Attend New Contractor Training Orientation for the HTW Program	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
ICD-10 Billing and Coding Conference	AAPC Conference for Billing Director to remain in compliance with required claim submission	Austin, Texas	2/3	Mileage	$500
				Airfare	
				Meals	$150
				Lodging	$1,000
				Other Costs	
				Total	$1,650
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0
				Total for Conference / Workshop Travel	$3,300

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Educational Director/CHW to provide presentations in community at churches, schools, social service entities, etc., about HTW servies throughout the	20000	$0.555	$11,100		$11,100
Clinic Services Director - travel to HTW clinic sites to provide monitoring and oversight, medical services, review files, do staff observations, etc., at six clinics	5000	$0.555	$2,775		$2,775
Executive Director - travel to site locations to monitor, review, evaluate, and oversee services at all service sites	2500	$0.555	$1,388		$1,388
Clinic Coordinators and CHW/FP Specialists - to travel to other sites and fill in as needed during staff vacations, shortages, special clinic sessions, health	10000	$0.555	$5,550		$5,550
Fiscal Services Director and Bookkeeper - to perform internal fraud and abuse audits on clinics at all service sites	2500	$0.555	$1,388		$1,388
QA Director/Clinician - to perform quality assurance audits on clinic sites, review charts, provide direct services to patients, etc. at all service locations	2500	$0.555	$1,388		$1,388
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $23,589

Other / Local Travel Costs: $23,589 **Conference / Workshop Travel Costs:** $3,300 **Total Travel Costs:** **$26,889**

Indicate Policy Used: **Respondent's Travel Policy** ☐ **State of Texas Travel Policy** ☐

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
EKG Machine	to perform Point-Of-Care on-site testing to monitor and treat FPP clients and do comprehensive exam	6	$5,000	$30,000
Exam Tables - ADA compliant	to perform Point-Of-Care on-site testing to monitor and treat HTW women for diabetes and hypertension	2	$8,500	$17,000
Blood Draw Extra Large Chairs	to perform venipuncture/blood draw for clients to monitor and treat TSH, diabetes, hypertension, cholesterol, etc.	8	$800	$6,400
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$53,400**

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
Office Supplies	General Office Supplies needed to support HTW services delivered. No item has a unit cost greater than $499	$25,000
Medical Record Supplies	General Medical Record Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$5,000
Clinic Supplies	General Clinic Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$50,000
Immunizations	General Vaccines for HTW eligible clients. No item has a unit cost of greater than $499	$5,000
Educational Materials	General Educational Supplies and Materials needed to support HTW Services delivered. No item has a unit cost greater than $499	$10,000
Contraceptives	General Contraceptive Supplies-For stocking Class D Pharmacy. Methods needed to support HTW Services delivered. No item has a unit cost greater than $499	$160,000
Janitorial Supplies	General Janitorial Supplies needed to support HTW services delivered. No item has a unit cost greater than $499	$10,000
Program Promotion Supplies	General Supplies need to promote program. No item has a unit cost greater than $499.	$11,600
Laboratory Supplies	General Lab Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$10,000
Rx, Tx, Vaginitis, Cervicitis Supplies	General Medication and Treatment Supplies needed to support HTW Services delivered. No item has a unit cost greater than $499	$15,000
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$301,600**

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Raleigh Smith, MD	Oversees/Monitors medical services	Asst. Medical Director Services provides professional HTW care/services	monthly	12	$800.00	$9,600
Theresa Trevino Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$800.00	$9,600
Suzanne White, PA	Assists in Overseeing medical svcs/staff	Clinic Svs. Dir. and provides pt. exams, treatments, etc.	monthly	12	$1,000.00	$12,000
Andrew Arthur, PA	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Dr. Esther Khatibi	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Donna Broach, APRN	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$1,000.00	$12,000
Patricia Olenick, CNMW	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$600.00	$7,200
Dr. Connor Chase	Provides physical exams and treatments	Clinician Services- provides exams, treatments, at clinics	monthly	12	$600.00	$7,200
Dr. Roland Vega, OB-GYN	Performs LEEPS, cervical, sterilization, other HTW svcs	Provider Services for HTW allowable treatments & diagnoses	Unit Cost	5	$500.00	$2,500
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$59,500

Total Amount Requested for CONTRACTUAL: $143,600

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Charles Kirkham	Sterilization/Infertility/EPHC Services	Performs Sterilization/Infertility/ HTW services for clients	unit cost - $500/pt.	5	$500.00	$2,500
Care Regional Hospital	Use of Hopsital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00	$12,000
Christus Spohn Hospital	Use of Hospital Facility	Out-Patient surgical facility use	unit cost - $1000/pt	12	$1,000.00	$12,000
Stan Gierhan, Rph	Pharmacist-In-Charge for FP clinics	Pharmacist required for Class D licenses.	Monthly	12	$650.00	$7,800
Radiology Associates	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00	$1,200
Christus Spohn Radiology Department	X-Rays, Ultrasounds, and Radiological Svcs.	Radiological and Diagnostic Services for clients	Unit Cost - $100/pt	12	$100.00	$1,200
Corpus Christi Medical Center (all campuses)	X-Rays, Ultrasounds, and Radiological Svcs.	Facility and Radiological Diagnostic Svcs. For clients	Unit Cost - $100/pt	12	$100.00	$1,200
Dr. Stan Shoemaker	EPHC tx & dx/ Infertility services/steriliz'n	Performs HTW diagnosis & treatments/sterilizations/etc.	Unit Cost - $200/pt	5	$200.00	$1,000
Dr. Martin Boyd	EPHC tx & dx/ Infertility services/steriliz'n	Performs HTW diagnosis & treatments/sterilizations/etc.	Unit Cost- $200/pt	5	$200.00	$1,000
Quest Laboratories	Laboratory Services	Lab Services for preventative primary care screening/dx	Unit Cost - $25/pt	200	$25.00	$5,000

Total Amount Requested for CONTRACTUAL: $44,900

Revised: 7/6/2009

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
Raleigh Smith, MD	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Theresa Trevino Arthur, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Suzanne White, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Andrew Arthur, PA	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Dr. Esther Khatibi	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Donna Broach, APRN	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Patricia Olenick, CNMW	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Dr. Connor Chase	Contractual travel & per diem	travel & per diem rmbmt. to & from FP clinics/service sites	Cost Reimbursmt.	12	$100.00	$1,200
Center for Disease Detection Laboratory	Laboratory Services	Lab Services for preventative primary care screening/dx	Cost Reimbursmt.	200	$25.00	$5,000
						$0

Total Amount Requested for CONTRACTUAL: $14,600

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Telephone Services - 30 phone lines with internet	Telephone / Internet Services for all service locations	$65,000
Postage	Correspondence/Statements/Certified Mail/Mail-Outs	$15,000
Rent - 7 locations for 10 months	Rent for clinic and office space - $.96 per square foot avg.	$100,000
Utilities	electrical, water, sewer services for locations	$50,000
Independent Single Audit	Single Independent Audit (required by HHSC contract)	$10,000
Printing/Duplicating	printing of documents, forms, letters, literature	$10,000
Equipment Repair and Maintenance	Maintanance and Repair of clinic and office equipment	$4,000
Insurance/Bonding	Liability, Dishonesty, crime & commercial auto insurance required by HHSC general provisions	$20,000
Education, Training, Registration Fees (staff)	Employee training for skill development and update to maintain skills, certifications and medical licenses	$5,000
Consultant Services (computer, legal, technical asst.)	Computer billing services, legal services, technical assistance as needed	$50,000
Freight/Shipping	UPS, Fed-Ex, and other shipping/freight services	$5,000
Other Travel & Per Diem	Travel for advisory council, board members, and volunteers	$25,000
Membership/Subscriptions	Professional Development	$5,000
Consultant Clerical/Secretarial Services	Employee services required to fill in gaps during vacations, sick leave, LWOP, etc.	$3,500
Licensing and Permits	Class D Pharmacy license, Annual Building Fire & Safety Inspection, CLIA permit, etc.	$7,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$374,500**

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Name of Respondent: South Texas Family Planning & Health Corporation (STFPHC)

Total amount of indirect costs allocable to the project: **Amount:** $161,298

Indirect costs are based on (mark the statement that is applicable):

____	The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**	**RATE:** **BASE:**
____	***Applies only to governmental entities*** . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**	**RATE:** **TYPE:** **BASE:**
X	Cost Allocation Plan approved by the Department of State Health Services is a **10% de-minimus** amount of the Total Budget. Cost Allocation Plan is attached.	

GO TO PAGE 2 (below)

Revised: 7/6/2009

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Personnel, Fringe Benefits, Contractual, Supplies, and Other Costs from the Categorical Budget to apply the 10% de-minimus total budget cost allocation rate plan as approved by the Texas Department of State Health Services for the agency.

Revised: 7/6/2009

Martha Zuniga

From: Welch,Jacob (DSHS) <Jacob.Welch@dshs.state.tx.us>
Sent: Tuesday, March 08, 2016 10:45 AM
To: MarthaZuniga@stfphc.org
Cc: RichardTapia@stfphc.org; Lauraescobar@stfphc.org
Subject: RE: Cost Allocation Plan - South Texas Family Planning and Health Corp.
Attachments: Cost Allocation Plan submitted to DSHS 12.1.15.doc

Good morning Ms. Zuniga:

Thank you for submitting your organization's Revised Cost Allocation Plan (CAP). It has been reviewed by the Department of State Health Services (DSHS), and, based on the information provided to us, the plan appears to be reasonable and should be followed in allocating/charging costs to DSHS program attachments. The CAP and supporting documentation must be maintained on file and is subject to review by DSHS financial monitors or DSHS's duly authorized representatives.

If there are any changes that affect the statements and/or methodology as stated in your current CAP, you must submit a revised CAP that reflects these changes within 30 days to DSHS. The preferred method of submitting your CAP is by an e-mail attachment. The revised CAP should be submitted to coscap@dshs.state.tx.us.

If you have any questions or should need assistance in the future on financial matters pertaining to your contract with DSHS, do not hesitate to contact me at 512-776-3148 or by e-mail at Jacob.welch@dshs.state.tx.us. I apologize for the delay in sending this acceptance letter.

Best regards,

Jacob

Jacob Welch
Financial Analyst III
Department of State Health Services
Contract Oversight & Support Section
Texas Department of State Health Services
Mailcode 1326
PO Box 149347
Austin, TX 78714-9347

Phone: (512) 776-3148
Fax: (512) 776-7202
Email: Jacob.Welch@dshs.state.tx.us

From: Martha Zuniga [mailto:MarthaZuniga@stfphc.org]
Sent: Tuesday, March 01, 2016 3:07 PM
To: Welch,Jacob (DSHS) <Jacob.Welch@dshs.state.tx.us>
Cc: RichardTapia@stfphc.org; Lauraescobar@stfphc.org
Subject: FW: Cost Allocation Plan - South Texas Family Planning and Health Corp.

Hi Jacob:

Can you please let us know if the Attached Cost Allocation Plan has been approved for our agency?

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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From: Richard Tapia [mailto:RichardTapia@stfphc.org]
Sent: Tuesday, December 01, 2015 9:37 AM
To: 'Welch,Jacob (DSHS)'
Cc: 'Martha Zuniga'; lauraescobar@stfphc.org
Subject: Cost Allocation Plan - South Texas Family Planning and Health Corp.

Hello Jacob,
Attached is the Cost Allocation Plan effective 12/1/15. If you have any questions, please let me know.

Sincerely,
Richard R. Tapia
Fiscal Services Director
Bus. Phone: 361/855-7333, ext 15
E-mail: RichardTapia@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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DEPARTMENT OF STATE HEALTH SERVICES SUBRECIPIENT CONTRACTOR'S COST ALLOCATION PLAN		
Effective Date:	12-01-2015	Until Revised

I. GENERAL INFORMATION

A. Organization Information

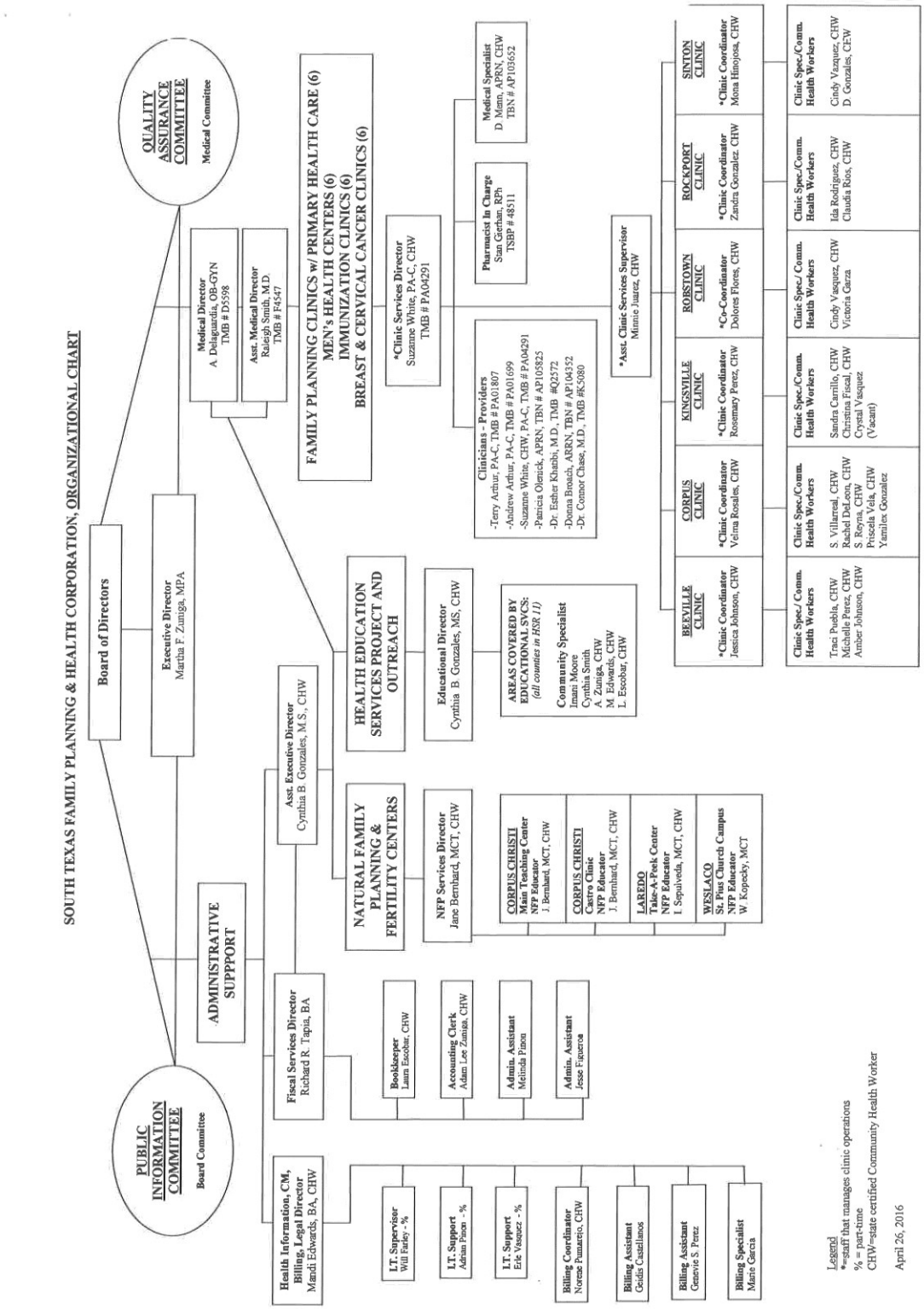
Organization Name South Texas Family Planning & Health Corporation
Vendor ID # 17417286212000
Address 4455 South Padre Island Dr., Suite #29; Corpus Christi, Texas 78411
Address
Address
Type (Non-Profit, For Profit, Governmental) Non-Profit
Phone Number 361-855-7333
E-mail address MarthaZuniga@STFPHC.org or RichardTapia@STFPHC.org

B. Organization Chart

Organizational Chart is attached.

C. Types of Services Provided (Provide a brief description in the box below of the types of services provided by your organization)

Preventative Primary, Family Planning, Breast & Cervical Cancer, Immunization, and other services for uninsured, under-insured, low-income persons who need and want services.


SOUTH TEXAS FAMILY PLANNING & HEALTH CORPORATION, ORGANIZATIONAL CHART
Board of Directors
Executive Director
Martha F. Zuniga, MPA
PUBLIC INFORMATION COMMITTEE
Board Committee
QUALITY ASSURANCE COMMITTEE
Medical Committee
Medical Director
A. Delaguardia, OB-GYN
TMB # D5598
Asst. Medical Director
Raleigh Smith, M.D.
TMB # F4547
ADMINISTRATIVE SUPPPORT
Asst. Executive Director
Cynthia B. Gonzales, M.S., CHW
FAMILY PLANNING CLINICS w/ PRIMARY HEALTH CARE (6)
MEN's HEALTH CENTERS (6)
IMMUNIZATION CLINICS (6)
BREAST & CERVICAL CANCER CLINICS (6)
HEALTH EDUCATION SERVICES PROJECT AND OUTREACH
NATURAL FAMILY PLANNING & FERTILITY CENTERS
Fiscal Services Director
Richard R. Tapia, BA
Bookkeeper
Laura Escobar, CHW
Accounting Clerk
Adam Lee Zuniga, CHW
Admin. Assistant
Melinda Plaza
Admin. Assistant
Jesse Figueroa
Health Information, CM, Billing, Legal Director
Mandi Edwards, BA, CHW
I.T. Supervisor
Will Farley - %
I.T. Support
Adrian Pinon - %
I.T. Support
Eric Vasquez - %
Billing Coordinator
Norma Pumarejo, CHW
Billing Assistant
Geidis Castellanos
Billing Assistant
Genevie S. Perez
Billing Specialist
Marie Garcia
NFP Services Director
Jane Bernhard, MCT, CHW
CORPUS CHRISTI
Main Teaching Center
NFP Educator
J. Bernhard, MCT, CHW
CORPUS CHRISTI
Castro Clinic
NFP Educator
J. Bernhard, MCT, CHW
LAREDO
Take-A-Peek Center
NFP Educator
I. Sepulveda, MCT, CHW
WESLACO
St. Pius Church Campus
NFP Educator
W. Kopecky, MCT
Educational Director
Cynthia B. Gonzales, MS, CHW
AREAS COVERED BY EDUCATIONAL SVCS:
(all counties in HSR 11)
Community Specialist
Imani Moore
Cynthia Smith
A. Zuniga, CHW
M. Edwards, CHW
L. Escobar, CHW
*Clinic Services Director
Suzanne White, PA-C, CHW
TMB # PA04291
Clinicians - Providers
-Terry Arthur, PA-C, TMB # PA01807
-Andrew Arthur, PA-C, TMB # PA01699
-Suzanne White, CHW, PA-C, TMB # PA04291
-Patricia Olenick, APRN, TBN # AP105825
-Dr. Esther Khatibi, M.D., TMB #02572
-Donna Bosch, ARRN, TBN # AP104352
-Dr. Connor Chase, M.D., TMB #K5080
Pharmacist In Charge
Stan Grehan, RPh
TSBP # 48311
Medical Specialist
D. Mann, APRN, CHW
TBN # AP103652
*Asst. Clinic Services Supervisor
Minnie Juarez, CHW
BEEVILLE CLINIC
*Clinic Coordinator
Jessica Johnson, CHW
Clinic Spec./ Comm. Health Workers
Traci Puebla, CHW
Michelle Perez, CHW
Amber Johnson, CHW
CORPUS CLINIC
*Clinic Coordinator
Velma Rosales, CHW
Clinic Spec./Comm. Health Workers
S. Villarreal, CHW
Rachel DeLeon, CHW
S. Reyna, CHW
Priscella Vela, CHW
Yamilex Gonzalez
KINGSVILLE CLINIC
*Clinic Coordinator
Rosemary Perez, CHW
Clinic Spec./Comm. Health Workers
Sandra Carrillo, CHW
Christina Fiscal, CHW
Crystal Vasquez
(Vacant)
ROBSTOWN CLINIC
*Co-Coordinator
Dolores Flores, CHW
Clinic Spec./ Comm. Health Workers
Cindy Vasquez, CHW
Victoria Garza
ROCKPORT CLINIC
*Clinic Coordinator
Zandra Gonzalez. CHW
Clinic Spec./Comm. Health Workers
Ida Rodrigues, CHW
Claudia Rios, CHW
SINTON CLINIC
*Clinic Coordinator
Mona Hinojosa, CHW
Clinic Spec./Comm. Health Workers
Cindy Vazquez, CHW
D. Gonzales, CHW
Legend
*=staff that manages clinic operations
% = part-time
CHW=state certified Community Health Worker
April 26, 2016

II. ALLOCATION OF COSTS AMONG MULTIPLE FUNDING SOURCES

Check the box next to the statement that applies to your organization:

X The costs incurred for carrying out activities specified in all DSHS Program Attachment's are funded solely by DSHS. There are no other federal or state grant funds used in carrying out the DSHS program(s).

☐ The costs incurred for carrying out some activities specified in DSHS Program Attachments are also funded by other federal or state grant funding sources. These costs are billed to each funding source in proportion to the funding awarded/provided by each source.

Program ID	Other Funding Source(s)
2015-046741-001	Expanded Primary Health Care
2015-047033-001	CHS-Breast & Cervical Cancer

☐ The costs incurred for carrying out some activities specified in DSHS Program Attachments are also funded by other federal or state grant funding sources. These costs are billed to each funding source in proportion to the funding awarded/provided by each source **with the exception of the DSHS Program Attachment(s) identified below.**

Program ID	Other Funding Source(s)

Comments:

III. METHOD FOR CHARGING SALARIES AND WAGES

Check the box next to the statement that applies to your organization:

X All employees charging salary and wage costs to a DSHS Program Attachment maintain personnel activity reports (time sheets) that reflect an after-the-fact record of the actual activity of each employee and account for the total activity for which each employee is compensated by your organization. No alternative or substitute timekeeping systems are used by my organization.

☐ All employees charging salary and wage costs to a DSHS Program Attachment maintain personnel activity reports (time sheets) that reflect an after-the-fact record of the actual activity of each employee and account for the total activity for which each employee is compensated **with the exception(s) noted below**.

Substitute System #1
DSHS Program Attachment(s):
Explain why it is not feasible to maintain a time sheet that reflects after-the-fact, actual time worked:
Functional title of employees (i.e., clinical nurse, case worker) using the substitute system:
Describe in detail the methodology used to capture and distribute the time and effort of employees using the substitute system:
Substitute System #2
DSHS Program Attachment(s):
Explain why it is not feasible to maintain a time sheet that reflects after-the-fact, actual time worked:
Functional title of employees (i.e., clinical nurse, case worker) using the substitute system:
Describe in detail the methodology used to capture and distribute the time and effort of employees using the substitute system:
Substitute System #3
DSHS Program Attachment(s):
Explain why it is not feasible to maintain a time sheet that reflects after-the-fact, actual time worked:

Functional title of employees (i.e., clinical nurse, case worker) using the substitute system:
Describe in detail the methodology used to capture and distribute the time and effort of employees using the substitute system:
Comments:

IV. DIRECT COST ALLOCATION PLANS

Check the box next to the statement that applies to your organization:

☐ All direct costs are charged in whole directly to the DSHS-funded activity. No costs classified as direct costs in a DSHS Program Attachment budget are allocated.

X Direct costs are charged in whole directly to the DSHS funded activity with the exception of costs listed below. List each type of direct cost that is allocated and the methodology used in allocating the cost.

List (group) costs using like allocation methodologies on one row. Use a separate row for each type(s) and respective methodology (if applicable).

List Cost(s) Being Allocated	Allocation Methodology
Travel – Staff Category	Charged directly to the program that requires the travel. When the travel is for multiple programs, costs are charged based on the % of client load per program.
Contractual Category	Charged directly to the program that requires the contractual cost. When the expenditure is for multiple programs, costs are charged based on the % of client load per program . Contractual costs include, but are not limited to: Medical Director, Physician/Nurse Hours, Health Educators, infertility, emergency care, laboratory services, DX/TX Breast & Cervix, Out-Patient/Facility, complicated IUD/implant insertions and/or removals, sterilization services, pharmacist, contractual travel, radiology, etc.
Other Category	Charged directly to the program that requires the other cost. When the expenditure is for multiple programs, costs are charged based on the % of client load per program. Other costs include, but are not limited to: telephone/postage, rents/utilities/maintenance, freight shipping, duplicating printing, clinic office equipment, cable expenses, licensing & permits, liability insurance expenses, independent single audit, Educational/Training and Registration Fees, etc.

Comments:

V. INDIRECT COST ALLOCATION

Check the box next to the statement that applies to your organization:

☐ An indirect cost rate agreement approved by a Federal cognizant agency or a state single audit coordinating agency is the basis for charging all indirect costs to benefiting cost objectives. (Note: A copy of the current approved rate agreement must be on file with DSHS.)

☐ (*Applicable only to governmental entities*) A current indirect cost rate proposal has been prepared and is available for review by DSHS or its authorized representatives. The indirect cost rate developed in the proposal is the basis for charging all indirect costs to benefiting cost objectives. (Note: A current indirect cost rate certification that complies with OMB Circular A-87 (2 CFR Part 225), along with the rate and allocation basis must be on file with DSHS. The certification form can be found in Appendix C of the DSHS Contractor's Financial Procedures Manual.)

☐ (*Applicable only to governmental entities*) A current central service cost plan and rate have been prepared and are available for review by DSHS or its authorized representatives. The central service cost rate developed in the proposal is the basis for charging central service costs to benefiting cost objectives. (Note: A current central service cost rate certification that complies with OMB Circular A-87 (2 CFR Part 225), along with the rate and allocation basis must be on file with DSHS. The certification form can be found in Appendix B of the DSHS Contractor's Financial Procedures Manual. In addition, check the box below and describe how indirect costs of the governmental department (e.g., Health Department) that DSHS is contracting with are being allocated.)

X Indirect costs are allocated to benefiting cost objectives based on the cost allocation plan(s) described below.

List (group) costs using like allocation methodologies on one row. Use a separate row for each type(s) of cost and respective methodology (if applicable).

List Cost(s) Being Allocated	Allocation Methodology
Categories: Personnel, Fringe Benefits, Travel, Supplies, Contractual, Other	10% de minimis using base of modified total direct costs (MTDC)
Comments:	

10% de minimis

VI. COST ALLOCATION PLAN CERTIFICATION

This is to certify that we have reviewed the Cost Allocation Plan and to the best of our knowledge we certify that:

- All costs charged to a DSHS Program Attachment are necessary and reasonable for the performance and administration of the Program Attachment.
- All costs included in this plan are allowable and allocable in accordance with Uniform Grant Management Standards, applicable OMB Cost Principles, and the terms of the DSHS contract.
- Unallowable costs are not included in any allocations charged to DSHS.
- Costs are accorded consistent treatment. A cost assigned as an indirect cost is not also treated as a direct costs when incurred for the same purpose in like circumstances.
- Similar types of costs have been accounted for consistently and we will notify DSHS of any changes that would affect the allocation of these costs.
- The basis and methodology submitted for review include all necessary details and are the basis and methodology to be used for allocating costs for this period and future periods. We will notify DSHS in writing if the plan is revised.
- Adequate documentation exists on-site for review by DSHS staff or other representatives authorized under the contract that may have an interest in such documentation regarding the allocation of costs.
- All costs included in this proposal are properly allocable based on a beneficial and causal relationship between the expenses incurred and the agreements (activities) to which they are allocated.

We declare that the foregoing is true and correct.

Chief Executive Officer Printed Name:	Martha F. Zuniga	Phone Number	361-855-7333 x 11
Signature:		Date:	12/01/2015
Chief Financial Officer Printed Name:	Richard R. Tapia	Phone Number	361-855-7333 x 15
Signature:	Richard R. Tapia	Date:	12/01/2015

When the cost allocation plan and certification are submitted as an e-mail attachment, the e-mail must be from one of the above Officers, with the other Officer being copied on the same e-mail. ***By sending the e-mail, both the CEO and CFO attest that the foregoing is true and correct and thereby certify the plan.***

The preferred method of submitting a cost allocation plan and certification is by an e-mail Word attachment to: coscap@dshs.state.tx.us

Cost allocation plan and certification may also be mailed to:

Department of State Health Services
Contract Oversight & Support Section
P. O. Box 149347 Mail Code 1326
Austin, TX 78714-9347

FORM G: FAMILY PLANNING PROGRAM APPLICANT READINESS

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Check Yes or No:

1. **Program Administration and Management**	Yes	No
a. As part of this Application, did your agency provide job descriptions that include specific duties for the key employees related to the Family Planning Program? • QA/QI personnel • Eligibility staff • Data collection staff • Billing staff	X	
b. As part of this Application, did your agency provide resumes for the following key employees related to the Family Planning Program? • Medical Director • Program Director • Clinical Director/Supervisor	X	
c. Does your agency have experience providing comprehensive primary and preventive health care (i.e., prevention, screening, diagnostic, treatment services, and appropriate referral)?	X	
d. Is your agency a public entity that provides Family Planning Services including state, county, and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine?		X
e. Is your agency a non-public entity that provides comprehensive primary and preventive care as a part of Family Planning Services?	X	
f. Is your agency non-public entity that provides Family Planning Services but does not provide comprehensive primary and preventive care?		X
g. Is your agency a current certified Texas Women's Health Program provider?	X	
2. Service Delivery		
a. Does your agency have staff available to determine eligibility?	X	
3. Partnerships/Subcontracting		
a. Does your agency plan to subcontract any of the required or optional services?	X	
4. Data Collection and Billing Systems		
a. Does your agency have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership (the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com)?	X	
5. **Use of Community Health Workers**		
Does your agency currently employ or plan to employ Community Health Workers for community outreach, education, or other client service activities?	X	

If No is marked for any of the above, please explain:

1d. STFPHC is a private, non-profit that DOES provide comprehensive primary and preventive care as a part of Family Planning Services.
1f. STFPHC is a private, non-profit that DOES provide comprehensive primary and preventive care as a part of Family Planning Services.

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: South Texas Family Planning & Health Corporation

Clinic Site # _1_ of _6_

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	X	☐
Is there adequate space for clinical and administrative staff?	X	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	X	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	X	☐
Are the required contraceptives available on-site?	X	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	X	☐
Is there proper disposal for medical waste?	X	☐
Is there CLIA certification for level of tests performed?	X	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	X	☐
Is the clinic site geographically close to the target population?	X	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	X	☐
Does the clinic site have clean exam rooms where services are delivered?	X	☐
Does the clinic site have adequate space for Client intake?	X	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	X	☐
Is there appropriate resources for and use of interpreter services and language translation?	X	☐
Does the clinic site have financial management systems that include secure data storage?	X	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	X	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	X	☐

If No is marked for any of the above, please explain:

N/A

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: South Texas Family Planning & Health Corporation

Clinic Site # _2_ of _6_

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	X	☐
Is there adequate space for clinical and administrative staff?	X	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	X	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	X	☐
Are the required contraceptives available on-site?	X	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	X	☐
Is there proper disposal for medical waste?	X	☐
Is there CLIA certification for level of tests performed?	X	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	X	☐
Is the clinic site geographically close to the target population?	X	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	X	☐
Does the clinic site have clean exam rooms where services are delivered?	X	☐
Does the clinic site have adequate space for Client intake?	X	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	X	☐
Is there appropriate resources for and use of interpreter services and language translation?	X	☐
Does the clinic site have financial management systems that include secure data storage?	X	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	X	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	X	☐

If No is marked for any of the above, please explain:

N/A

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: South Texas Family Planning & Health Corporation

Clinic Site # _3_ of _6_

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	X	☐
Is there adequate space for clinical and administrative staff?	X	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	X	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	X	☐
Are the required contraceptives available on-site?	X	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	X	☐
Is there proper disposal for medical waste?	X	☐
Is there CLIA certification for level of tests performed?	X	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	X	☐
Is the clinic site geographically close to the target population?	X	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	X	☐
Does the clinic site have clean exam rooms where services are delivered?	X	☐
Does the clinic site have adequate space for Client intake?	X	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	X	☐
Is there appropriate resources for and use of interpreter services and language translation?	X	☐
Does the clinic site have financial management systems that include secure data storage?	X	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	X	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	X	☐

If No is marked for any of the above, please explain:

N/A

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: South Texas Family Planning & Health Corporation

Clinic Site # _4_ of _6_

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	X	☐
Is there adequate space for clinical and administrative staff?	X	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	X	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	X	☐
Are the required contraceptives available on-site?	X	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	X	☐
Is there proper disposal for medical waste?	X	☐
Is there CLIA certification for level of tests performed?	X	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	X	☐
Is the clinic site geographically close to the target population?	X	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	X	☐
Does the clinic site have clean exam rooms where services are delivered?	X	☐
Does the clinic site have adequate space for Client intake?	X	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	X	☐
Is there appropriate resources for and use of interpreter services and language translation?	X	☐
Does the clinic site have financial management systems that include secure data storage?	X	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	X	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	X	☐

If No is marked for any of the above, please explain:

N/A

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: South Texas Family Planning & Health Corporation

Clinic Site # _5_ of _6_

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	X	☐
Is there adequate space for clinical and administrative staff?	X	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	X	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	X	☐
Are the required contraceptives available on-site?	X	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	X	☐
Is there proper disposal for medical waste?	X	☐
Is there CLIA certification for level of tests performed?	X	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	X	☐
Is the clinic site geographically close to the target population?	X	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	X	☐
Does the clinic site have clean exam rooms where services are delivered?	X	☐
Does the clinic site have adequate space for Client intake?	X	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	X	☐
Is there appropriate resources for and use of interpreter services and language translation?	X	☐
Does the clinic site have financial management systems that include secure data storage?	X	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	X	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	X	☐

If No is marked for any of the above, please explain:

N/A

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: South Texas Family Planning & Health Corporation

Clinic Site # _6_ of _6_

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	X	☐
Is there adequate space for clinical and administrative staff?	X	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	X	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	X	☐
Are the required contraceptives available on-site?	X	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	X	☐
Is there proper disposal for medical waste?	X	☐
Is there CLIA certification for level of tests performed?	X	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	X	☐
Is the clinic site geographically close to the target population?	X	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	X	☐
Does the clinic site have clean exam rooms where services are delivered?	X	☐
Does the clinic site have adequate space for Client intake?	X	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	X	☐
Is there appropriate resources for and use of interpreter services and language translation?	X	☐
Does the clinic site have financial management systems that include secure data storage?	X	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	X	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	X	☐

If No is marked for any of the above, please explain:

N/A

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **South Texas Family Planning & Health Corporation** **Clinic Site # _1_ of _6_**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Family Planning Clinic and Men's Health Center**					
Street Address:	**4455 South Padre Island Drive**				Suite:	**29**
City:	**Corpus Christi**	County:	**Nueces**	Zip Code: **78411**	HHSR:	**11**
Clinic APPOINTMENT Phone #:	**361-883-0619**					
Clinic PRIMARY Phone #:	**361-883-0619**			Fax: **361-851-2067**		
Service Area *(counties to be served by this clinic site)*:	**Nueces County and all surrounding counties**					
Contact Person:	**Velma Rosales, CCHW**					
Pharmacy License #:	**7111**	Class:	D	Date of Pharmacy License Application Submission:		**n/a**
TPI#:	**088329003**			NPI #: **1760535660**		
Date of Medicaid Application Submission(if no TPI# or NPI#):	**Not applicable**					
Subcontractor Site:	☐ Yes	**X** No				
Mobile Site:	☐ Yes	**X** No				

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	10 am	12 pm	12:01 pm	5:00 pm	5:01 pm	7:00 pm
TUESDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:00 pm
WEDNESDAY	9 am	12 pm	1:01 pm	5:00 pm	5:01 pm	6:00 pm
THURSDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:00 pm
FRIDAY	9 am	12 pm				
SATURDAY	Closed					
SUNDAY	Closed					

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **South Texas Family Planning & Health Corporation** **Clinic Site # _2_ of _6_**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Family Planning Clinic and Men's Health Center**					
Street Address:	**301 S. San Patricio Street**				Suite:	**C**
City:	**Sinton**	County:	**San Patricio**	Zip Code:	**78387**	HHSR: **11**
Clinic APPOINTMENT Phone #:	**361-364-3306**					
Clinic PRIMARY Phone #:	**361-364-3306**			Fax:	**361-364-3356**	
Service Area *(counties to be served by this clinic site)*:	**San Patricio County and all surrounding counties**					
Contact Person:	**Monica Hinojosa, CCHW**					
Pharmacy License #:	**12470**	Class:	D	Date of Pharmacy License Application Submission:		**N/A**
TPI#:	**088329005**			NPI #:	**1033262936**	
Date of Medicaid Application Submission(if no TPI# or NPI#):	**Not applicable**					
Subcontractor Site:	☐ Yes	**X** No				
Mobile Site:	☐ Yes	**X** No				

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
TUESDAY	8 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
WEDNESDAY	8 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
THURSDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
FRIDAY	9 am	12 pm				
SATURDAY	Closed					
SUNDAY	Closed					

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **South Texas Family Planning & Health Corporation** **Clinic Site # _3_ of _6_**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Family Planning Clinic and Men's Health Center**					
Street Address:	**515 Pat Shutter Drive**			Suite:	**121**	
City:	**Robstown**	County:	**Nueces**	Zip Code:	**78380**	HHSR: **11**
Clinic APPOINTMENT Phone #:	**361-387-6996**					
Clinic PRIMARY Phone #:	**361-387-6996**			Fax:	**361-933-1012**	
Service Area *(counties to be served by this clinic site)*:	**Nueces County and all surrounding counties**					
Contact Person:	**Dolores Flores, CCHW**					
Pharmacy License #:	**17255**	Class:	D	Date of Pharmacy License Application Submission:	**N/A**	
TPI#:	**088329004**			NPI #:	**1679626576**	
Date of Medicaid Application Submission(if no TPI# or NPI#):	**Not applicable**					
Subcontractor Site:	☐ Yes	**X** No				
Mobile Site:	☐ Yes	**X** No				

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:00 pm
TUESDAY	Closed					
WEDNESDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:00 pm
THURSDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:00 pm
FRIDAY	9 am	12 pm				
SATURDAY	Closed					
SUNDAY	Closed					

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **South Texas Family Planning & Health Corporation** **Clinic Site # _4_ of _6_**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Family Planning Clinic and Men's Health Center**					
Street Address:	**4455 South Padre Island Drive**			Suite:	**29**	
City:	**Kingsville**	County:	**Kleberg**	Zip Code:	**78363**	HHSR: **11**
Clinic APPOINTMENT Phone #:	**361-595-1929**					
Clinic PRIMARY Phone #:	**361-595-1929**			Fax:	**361-595-0783**	
Service Area *(counties to be served by this clinic site)*:	**Kleberg County and all surrounding counties**					
Contact Person:	**Rosemary Perez, CCHW**					
Pharmacy License #:	**16683**	Class:	D	Date of Pharmacy License Application Submission:	**N/A**	
TPI#:	**088329006**			NPI #:	**1831242734**	
Date of Medicaid Application Submission(if no TPI# or NPI#):	**Not applicable**					
Subcontractor Site:	☐ Yes	**X** No				
Mobile Site:	☐ Yes	**X** No				

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	10 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
TUESDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
WEDNESDAY	8 am	12 pm	12:01 pm	5:00 pm	5:01 pm	7:00 pm
THURSDAY	9 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
FRIDAY	9 am	12 pm				
SATURDAY	Closed					
SUNDAY	Closed					

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **South Texas Family Planning & Health Corporation** **Clinic Site # _5_ of _6_**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Family Planning Clinic and Men's Health Center**					
Street Address:	**1400 W. Corpus Christi Street**				Suite:	**4**
City:	**Beeville**	County:	**Bee**	Zip Code:	**78102**	HHSR: **11**
Clinic APPOINTMENT Phone #:	**361-358-2974**					
Clinic PRIMARY Phone #:	**361-358-2974**			Fax:	**361-358-5820**	
Service Area *(counties to be served by this clinic site)*:	**Bee County and all surrounding counties**					
Contact Person:	**Jessica Johnson, CCHW**					
Pharmacy License #:	**7237**	Class:	D	Date of Pharmacy License Application Submission:		**N/A**
TPI#:	**088329008**			NPI #:	**1922151828**	
Date of Medicaid Application Submission(if no TPI# or NPI#):	**Not applicable**					
Subcontractor Site:	☐ Yes	**X** No				
Mobile Site:	☐ Yes	**X** No				

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	8 am	12 pm	12:01 pm	5:00 pm		
TUESDAY	8 am	12 pm	12:01 pm	5:00 pm	5:01 pm	7:00 pm
WEDNESDAY	8 am	12 pm	12:01 pm	5:00 pm	5:01 pm	7:00 pm
THURSDAY	8 am	12 pm	12:01 pm	5:00 pm		
FRIDAY	9 am	12 pm				
SATURDAY	Closed					
SUNDAY	Closed					

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: **South Texas Family Planning & Health Corporation** **Clinic Site # _6_ of _6_**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:	**Family Planning Clinic and Men's Health Center**					
Street Address:	**2871 Hwy 35 North**				Suite:	
City:	**Rockport**	County:	**Aransas**	Zip Code:	**78382**	HHSR: **11**
Clinic APPOINTMENT Phone #:	**361-729-7512**					
Clinic PRIMARY Phone #:	**361-729-7512**			Fax:	**361-790-7570**	
Service Area *(counties to be served by this clinic site)*:	**Aransas County and all surrounding counties**					
Contact Person:	**Zandra Gonzalez, CCHW**					
Pharmacy License #:	**7118**	Class:	D	Date of Pharmacy License Application Submission:	**N/A**	
TPI#:	**088329007**			NPI #:	**1013060912**	
Date of Medicaid Application Submission(if no TPI# or NPI#):	**Not applicable**					
Subcontractor Site:	☐ Yes	**X** No				
Mobile Site:	☐ Yes	**X** No				

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY	8:30 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:00 pm
TUESDAY	8:30 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:30 pm
WEDNESDAY	8:30 am	12 pm	1:01 pm	5:00 pm	5:01 pm	6:00 pm
THURSDAY	8:30 am	12 pm	12:01 pm	5:00 pm	5:01 pm	6:00 pm
FRIDAY	9 am	12 pm				
SATURDAY	Closed					
SUNDAY	Closed					

FORM J: SERVICES PROFILE TABLE

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Family Planning Clinic and Men's Health Center	**Clinic Site # _1_ of _6_**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	X		
History	X		
Physical Assessment	X		
Lab Testing	X		
Pap Test	X		
Client Education/Counseling	X		
Pregnancy Diagnosis / Counseling	X		
STI/STD Testing	X		
STI/STD Treatment	X		
HIV Testing	X		
Level I Infertility Services	X		
Minor GYN Problems	X		
Health Promotion / Disease	X		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Prevention			
Special GYN Procedures	X		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Intrauterine Contraception (IUD/IUS)	X		
Hormonal Implant (Nexplanon™)	X		
Medroxyprogesterone Acetate (DMPA/Depo)	X		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	X		
Transdermal Hormonal Contraceptive (Patch)*	X		
Vaginal Hormonal Contraceptive (Ring)*	X		
Diaphragm and/or Cervical Cap	X		
Contraceptive Sponge	X		
Female Condoms	X		
Spermicidal Methods or Products	X		
Natural Family Planning Instruction	X		
Abstinence Education	X		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Male Condoms	X		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	X			
Limited Prenatal Services			X	
Immunizations	X			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Family Planning Clinic and Men's Health Center	**Clinic Site # _2_ of _6_**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	X		
History	X		
Physical Assessment	X		
Lab Testing	X		
Pap Test	X		
Client Education/Counseling	X		
Pregnancy Diagnosis / Counseling	X		
STI/STD Testing	X		
STI/STD Treatment	X		
HIV Testing	X		
Level I Infertility Services	X		
Minor GYN Problems	X		
Health Promotion / Disease	X		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Prevention			
Special GYN Procedures	X		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Intrauterine Contraception (IUD/IUS)	X		
Hormonal Implant (Nexplanon™)	X		
Medroxyprogesterone Acetate (DMPA/Depo)	X		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	X		
Transdermal Hormonal Contraceptive (Patch)*	X		
Vaginal Hormonal Contraceptive (Ring)*	X		
Diaphragm and/or Cervical Cap	X		
Contraceptive Sponge	X		
Female Condoms	X		
Spermicidal Methods or Products	X		
Natural Family Planning Instruction	X		
Abstinence Education	X		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Male Condoms	X		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	X			
Limited Prenatal Services			X	
Immunizations	X			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Family Planning Clinic and Men's Health Center	**Clinic Site # _3_ of _6_**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	X		
History	X		
Physical Assessment	X		
Lab Testing	X		
Pap Test	X		
Client Education/Counseling	X		
Pregnancy Diagnosis / Counseling	X		
STI/STD Testing	X		
STI/STD Treatment	X		
HIV Testing	X		
Level I Infertility Services	X		
Minor GYN Problems	X		
Health Promotion / Disease	X		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Prevention			
Special GYN Procedures	X		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Intrauterine Contraception (IUD/IUS)	X		
Hormonal Implant (Nexplanon™)	X		
Medroxyprogesterone Acetate (DMPA/Depo)	X		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	X		
Transdermal Hormonal Contraceptive (Patch)*	X		
Vaginal Hormonal Contraceptive (Ring)*	X		
Diaphragm and/or Cervical Cap	X		
Contraceptive Sponge	X		
Female Condoms	X		
Spermicidal Methods or Products	X		
Natural Family Planning Instruction	X		
Abstinence Education	X		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Male Condoms	X		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	X			
Limited Prenatal Services			X	
Immunizations	X			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Family Planning Clinic and Men's Health Center	**Clinic Site # _4_ of _6_**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	X		
History	X		
Physical Assessment	X		
Lab Testing	X		
Pap Test	X		
Client Education/Counseling	X		
Pregnancy Diagnosis / Counseling	X		
STI/STD Testing	X		
STI/STD Treatment	X		
HIV Testing	X		
Level I Infertility Services	X		
Minor GYN Problems	X		
Health Promotion / Disease	X		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Prevention			
Special GYN Procedures	X		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Intrauterine Contraception (IUD/IUS)	X		
Hormonal Implant (Nexplanon™)	X		
Medroxyprogesterone Acetate (DMPA/Depo)	X		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	X		
Transdermal Hormonal Contraceptive (Patch)*	X		
Vaginal Hormonal Contraceptive (Ring)*	X		
Diaphragm and/or Cervical Cap	X		
Contraceptive Sponge	X		
Female Condoms	X		
Spermicidal Methods or Products	X		
Natural Family Planning Instruction	X		
Abstinence Education	X		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Male Condoms	X		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	X			
Limited Prenatal Services			X	
Immunizations	X			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

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- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Family Planning Clinic and Men's Health Center	**Clinic Site # _5_ of _6_**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	X		
History	X		
Physical Assessment	X		
Lab Testing	X		
Pap Test	X		
Client Education/Counseling	X		
Pregnancy Diagnosis / Counseling	X		
STI/STD Testing	X		
STI/STD Treatment	X		
HIV Testing	X		
Level I Infertility Services	X		
Minor GYN Problems	X		
Health Promotion / Disease	X		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Prevention			
Special GYN Procedures	X		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Intrauterine Contraception (IUD/IUS)	X		
Hormonal Implant (Nexplanon™)	X		
Medroxyprogesterone Acetate (DMPA/Depo)	X		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	X		
Transdermal Hormonal Contraceptive (Patch)*	X		
Vaginal Hormonal Contraceptive (Ring)*	X		
Diaphragm and/or Cervical Cap	X		
Contraceptive Sponge	X		
Female Condoms	X		
Spermicidal Methods or Products	X		
Natural Family Planning Instruction	X		
Abstinence Education	X		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Male Condoms	X		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	X			
Limited Prenatal Services			X	
Immunizations	X			

FORM J: SERVICES PROFILE TABLE

Legal Business Name: South Texas Family Planning & Health Corporation (STFPHC)

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name: Family Planning Clinic and Men's Health Center	**Clinic Site # _6_ of _6_**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent	X		
History	X		
Physical Assessment	X		
Lab Testing	X		
Pap Test	X		
Client Education/Counseling	X		
Pregnancy Diagnosis / Counseling	X		
STI/STD Testing	X		
STI/STD Treatment	X		
HIV Testing	X		
Level I Infertility Services	X		
Minor GYN Problems	X		
Health Promotion / Disease	X		

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Prevention			
Special GYN Procedures	X		
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Intrauterine Contraception (IUD/IUS)	X		
Hormonal Implant (Nexplanon™)	X		
Medroxyprogesterone Acetate (DMPA/Depo)	X		
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*	X		
Transdermal Hormonal Contraceptive (Patch)*	X		
Vaginal Hormonal Contraceptive (Ring)*	X		
Diaphragm and/or Cervical Cap	X		
Contraceptive Sponge	X		
Female Condoms	X		
Spermicidal Methods or Products	X		
Natural Family Planning Instruction	X		
Abstinence Education	X		
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*	X		
Male Condoms	X		

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	Provided On-site	Not Provided	Provided Through Referral	Subcontracted
Breast and Cervical Cancer Diagnostic Services	X			
Limited Prenatal Services			X	
Immunizations	X			

FORM K: FAMILY PLANNING CERTIFICATION (for all 6 clinic sites)

This certification pertains to the following Family Planning Program Applicant:

Applicant's Name South Texas Family Planning & Health Corporation (STFPHC)
DBA: Family Planning Clinics & Men's Health Centers
Federal Tax ID Number 74-1728621
NPI Numbers 1760635660; 1033262936; 1679626576; 1831242734; 1922151828; and 1013060912
Applicant's primary billing address:
Street Address 4455 South Padre Island Dr., Suite #29
Street Address City/State/Zip Code Corpus Christi, TX 78411
Telephone Number 361-855-7333
Applicant's primary physical address:
Street Address 4455 South Padre Island Dr., Suite #29; Corpus Christi, TX; 78411

DEFINITIONS

For the purposes of this certification, the following terms are defined as follows:

The term *"Affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

1. **common ownership, management, or control; a franchise; or**
2. **the granting or extension of a license or other agreement that authorizes the Affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.**

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, articles of incorporation, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing Elective Abortion by, for example:

1. **taking affirmative action to secure Elective Abortion services for a Family Planning Program Client (such as making an appointment, obtaining consent for the Elective Abortion, arranging for transportation, negotiating a reduction in an Elective Abortion provider fee, or arranging or scheduling an Elective Abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;**
2. **furnishing or displaying to a Family Planning Program Client information that publicizes or advertises an Elective Abortion service or provider; or**
3. **using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.**

My name is ___Martha F. Zuniga_____. I am the provider or, if the provider is an organization, I am the provider's __Executive Director_____ (title or position). I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that the Texas Legislature has specified that Family Planning Program funds may not be used to pay the direct or Indirect Costs of abortion procedures provided by HHSC contractors, or distributed to individuals or entities that perform Elective Abortion procedures or that contract with or provide funds to individuals or entities for the performance of Elective Abortion procedures. (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 85 (relating to Prohibition on Abortions-Family Planning). I also understand that to receive Family Planning Program funds I must, if applicable, meet the organization requirements under Health and Human Services Commission Rider 87 of the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)).

I understand that I am not qualified to participate in the Family Planning Program or to bill the Program for services if I, or any of my organization's subcontractors, perform or Promote Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions outside the scope of the Family Planning Program.
   X I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate, as defined on p. 2 of this document, of an entity that performs or Promotes Elective Abortions. Furthermore, my organization, and any of my organization's subcontractors, are legally separate entities from entities that perform or Promote Elective Abortions.
   X I affirm that this statement is true and correct.
3. In offering or performing a Family Planning Program service, I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions within the scope of the Family Planning Program.
   X I affirm that this statement is true and correct.
4. In offering or performing a Family Planning Program service, I, as well as my organization's subcontractors, maintain physical and financial separation between any Family Planning Program activities and any Elective Abortion-performing or abortion-promoting activity, in particular:
   a. All Family Planning Program services are physically separated from any Elective Abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;

c. None of the funds that I, or any of my organization's subcontractors, receive for performing Family Planning Program services are used to directly or indirectly support the performance or promotion of Elective Abortions by an Affiliate, and my, and any of my organization's subcontractors', accounting records can confirm this;
d. My organization does not, nor do any of my organization's subcontractors, transfer any funds, through gift or payment, to an entity that performs or Promotes Elective Abortions. My organization and my organization's subcontractors do not share expenses or costs (including overhead, rent, phone, equipment, or utilities) with an entity that performs or Promotes Elective Abortions;
e. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
f. Any employee employed by my organization, or any my organization's subcontractors, is not also employed by an entity that performs or Promotes Elective Abortions.

X I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

X I affirm that this statement is true and correct.

6. I cannot affirm that the statements 1-5 above are "true and correct," but I do affirm all of the following: I do not perform Elective Abortions; none of the funds that I, or any of my organization's subcontractors, receive (or will receive) for performing Family Planning Program services are (or will be) used to directly or indirectly support the performance of Elective Abortions, and my accounting records can confirm this; my organization does not, nor do any of my organization's subcontractors, transfer any Family Planning Program funds, through gift or payment, to an entity for the performance of Elective Abortions; and I comply with all of the requirements of Health and Human Services Commission Rider 87, Sections a - g, under the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)) if applicable.

X I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

1. If I fail to complete and submit this certification, I will be disqualified from the Family Planning Program and the Texas Health and Human Services Commission (HHSC) (henceforth, "HHSC") will deny any claims I submit for Family Planning Program services.
2. If, after I submit this signed certification, I, or any my organization's subcontractors, perform or agree to perform, or Promote Elective Abortions, I will notify HHSC at least 30 calendar days before such action is taken. If I fail to notify HHSC as required, I will be disqualified from the HHSC Program and HHSC will deny any claims I submit for Family Planning Program services.
3. If, while participating in the Family Planning Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the Family Planning Program, and HHSC will deny any claims I submit for Family Planning Program services.
4. If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the Family Planning Program, HHSC may place a payment hold on claims submitted by me or my organization for Family Planning Program services until HHSC can make a final determination regarding my eligibility.
5. If HHSC determines that I am ineligible to receive funds under the Family Planning Program:

a) HHSC may recoup Family Planning Program funds paid on claims that I have incurred since the date the provider became ineligible;
b) HHSC will deny all Family Planning Program claims that I have submitted since the date of ineligibility; and
c) I will remain ineligible to participate in the Family Planning Program until I comply with the provisions in this certification form.

If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HHSC Program.

If statements 1 – 5 are, or alternatively statement 6 is, marked "true," the effective dates of your certification are as follows: (The effective date of the Certification spans from the contract start date through the end of the contract/project year.)

Effective Date of Certification: 07/01/2016 through 08/31/2017.

Note: *Each Applicant must complete a new certification form annually and provide it to HHSC prior to execution of a Family Planning Program contract. The certification form will be provided to Applicants and/or contractors as a part of the contracting packet.*

If, after certification, you can no longer affirm that any of statements 1 – 5 are, or alternatively 6 is, true, you must request an immediate termination of your Family Planning Program certification.

Signature: 

Printed Name: Martha F. Zuniga

Title: Executive Director

Date: 06-14-2016

APPENDICES

State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
NOT APPLICABLE - STFPHC is a Non-Profit and no one owns the business	

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature: Martha F. Zuniga

Title: Executive Director

Printed Name: Martha F. Zuniga

Date: 06-14-2016

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.

2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... [X] Yes [ ] No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

[X] The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this contract by any federal department or agency or by the State of Texas.

[ ] The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
South Texas Family Planning & Health Corp.	74-1728621	

Signature of Authorized Representative	Date	Printed/Typed Name and Title of Authorized Representative
	06-14-2016	Martha F. Zuniga, Executive Director

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
   a. Principal investigators.
   b. Providers of audit services required by the HHSC or federal funding source.
   c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:
(1) Principal investigators.
(2) Providers of audit services required by the HHSC or federal funding source.
(3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
South Texas Family Planning & Health	74-1728621	

Name of Authorized Representative (type or print)	Title	Signature--Authorize Representative	Date
Martha F. Zuniga	Executive Dir.		06-14-2016

HHSC
5/24/95

HHSC RFP No.: 529-16-0102 Respondent Name: South Texas Family Planning & Health Corp.

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.

2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.

3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.

4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.

6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
   - the intention to submit a proposal;
   - the methods or factors used to calculate the prices proposed; or
   - the respondent's proposal.

7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
   - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
   - HHSC's procurement rules, procedures, and processes;
   - HHSC's use of the evaluation methodology and process described in RFP Section 5;
   - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
   - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.

9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: 529-16-0102 Respondent Name: South Texas Family Planning & Health Corporation

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.

11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.

12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.

13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.

17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

18. The respondent acknowledges all addenda and amendments to the RFP.



Signature

Martha F. Zuniga

Printed Name

Executive Director

Title

06-14-2016

Date

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: South Texas Family Planning & Health Corporation
2. Doing Business As: Family Planning Clinics and Men's Health Centers
3. Physical Address: 4455 South Padre Island Dr., Ste. #29; Corpus Christi, TX; 78411
4. Mailing Address: Same
5. Taxpayer Identification Number: 74-1728621
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

1. Person Who Will Sign the Contract:	2. Primary Contact for Proposal Questions:
Name: Martha F. Zuniga	Name: Martha F. Zuniga
Title: Executive Director	Title: Executive Director
Mailing Address: 4455 SPID #29	Mailing Address: 4455 SPID #29
Corpus Christi, TX 78411	Corpus Christi, TX 78411
Telephone: 361-855-7333 ext. 11	Telephone: 361-855-7333 ext. 11
Fax: 361-851-2067	Fax: 361-851-2067
E-mail: MarthaZuniga@STFPHC.org	E-mail: MarthaZuniga@STFPHC.org

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: SEE "PART 3 Additional Pages" Attached
2. Doing Business As: _____
3. Physical Address: _____

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HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corporation

4. Mailing Address: _____
5. Taxpayer Identification Number: *****SEE PART 3 Additional Pages Attached******
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 4: Former Employees of a State Agency. ***Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.***

1. Name of former state employee: N/A - none to disclose
2. Job title at termination of state employment: _____
3. Date of termination of state employment: _____
4. Annual rate of compensation at termination: _____
5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters:
N/A

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004
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HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

Part 5: Conflicts of Interest. ***Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.***

None to Disclose

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. ***Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.***

None to Disclose

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004
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HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

Part 7: Exceptions or Reservations to the RFP. ***List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.***

None

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): ***Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.***

1. Proposal Section: N/A
2. PIA Exception*:
3. Explanation of Why the Exception Applies:

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3a

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Andrew Arthur
2. Doing Business As: Same
3. Physical Address: 2392 Arnold Rd, Beeville, Texas 78102
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Care Regional Hospital
2. Doing Business As: Same
3. Physical Address: 1711 W. Wheeler Ave, Aransas Pass, Texas 78336
4. Mailing Address: PO Box 359, San Antonio, Texas 78292
5. Taxpayer Identification Number: 74-2950758
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3b

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Center for Disease Detection
2. Doing Business As: same
3. Physical Address: 11603 Crosswinds #100, San Antonio, Texas 78233
4. Mailing Address: PO Box 659509, San Antonio, Texas 78265-9509
5. Taxpayer Identification Number: 23-2892142
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☑ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify):
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Christus Spohn Beeville
2. Doing Business As: same
3. Physical Address: 1500 East Houston St. Beeville, Texas 78102
4. Mailing Address: P.O. Box 847899, Dallas Texas 75284-7899
5. Taxpayer Identification Number: 74-1109836
6. Legal Status (check one): ☐ For-profit Entity ☑ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3c

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Christus Spohn Memorial Hospital
2. Doing Business As: same
3. Physical Address: 2606 Hospital Blvd, Corpus Christi, Texas 78405
4. Mailing Address: P.O. Box 847899, Dallas, Texas 75284-7899
5. Taxpayer Identification Number: 74-1109836
6. Legal Status (check one): ☐ For-profit Entity ☑ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable:
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Corpus Christi Medical Center
2. Doing Business As: same
3. Physical Address: 3315 S. Alameda St. Corpus Christi, Texas 78411
4. Mailing Address: 7101 So. Padre Island Dr., Corpus Christi, Texas 78412
5. Taxpayer Identification Number: 75-2387418
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☑ Other (specify): Hospital
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
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HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3d

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Donna A. Broach
2. Doing Business As: same
3. Physical Address: 1030 N. Allen, Rockport, Texas 78382
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Dr. Charles Kirkham, MD
2. Doing Business As: same
3. Physical Address: 7121 South Padre Island Dr. #302, Corpus Christi, TX 78411
4. Mailing Address: same
5. Taxpayer Identification Number: 74-2886681
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3e

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Dr. Esther Khatibi, MD
2. Doing Business As: same
3. Physical Address: 4725 Wall St., Corpus Christi, Texas 78414
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Dr. Raleigh Smith III, MD
2. Doing Business As: same
3. Physical Address: 11663 West Wheeler Ave, Aransas Pass, Texas 78336
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3f

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Dr. Roland Vega, MD
2. Doing Business As: same
3. Physical Address: 7121 So. Padre Island Dr. #200, Corpus Christi, Texas 78412
4. Mailing Address: same
5. Taxpayer Identification Number: 74-1927637
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Patricia Olenick
2. Doing Business As: same
3. Physical Address: 1141 Oak Avenue, Rockport, Texas 78382
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3g

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Quest Diagnostics
2. Doing Business As: same
3. Physical Address: 2601 Hospital Blvd. #104, Corpus Christi, Texas 78405
4. Mailing Address: P.O. Box 841725, Dallas, Texas 75284-1725
5. Taxpayer Identification Number: 38-2084239
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☑ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Radiology & Imaging of South Texas
2. Doing Business As: same
3. Physical Address: 3226 S. Alameda, Corpus Christi, Texas 78404
4. Mailing Address: P.O. Box 600316, Corpus Christi, Texas 78466
5. Taxpayer Identification Number: 74-1165572
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☑ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3h

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Stan Everhan
2. Doing Business As: same
3. Physical Address: 15938 Punta Espada Loop, Corpus Christi Texas 78418
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify):
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Theresa D. Trevino
2. Doing Business As: same
3. Physical Address: 2392 Arnold Rd, Beeville, Texas 78102
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify):
8. State of Incorporation, If Applicable:
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0102
Respondent's Name: South Texas Family Planning & Health Corp.

PART 3 – Additional Pages

3i

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Suzanne White
2. Doing Business As: same
3. Physical Address: 6014 Strasbourg Dr. Corpus Christi Texas 78414
4. Mailing Address: same
5. Taxpayer Identification Number: N/A
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☐ Limited (Liability) Partnership ☐ Joint Venture ☑ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Part 3: Subcontractor Information. ***Provide the following information for each proposed subcontractor. Attach additional pages if necessary.***

1. Organization's Legal Name: Radiology Associates
2. Doing Business As: same
3. Physical Address: 5742 Spohn Drive, Corpus Christi, Texas 78414
4. Mailing Address: P.O. Box 6010, Corpus Christi, Texas 78466
5. Taxpayer Identification Number: 74-1087689
6. Legal Status (check one): ☑ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company ☐ Partnership ☑ Limited (Liability) Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Other (specify): _____
8. State of Incorporation, If Applicable: _____
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☑ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

Form Number: CPP0434 HHSC Contract No. 529-16-0102

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Authorized signature

South Texas Family Planning & Health Corporation
Name of Contractor/Vendor

06-14-2016
Date

Martha F. Zuniga
Printed Name of Individual

Executive Director
Title of Individual

Effective Date: 04/02/2007 Revision Date:

Form Number: CPP0434

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007 Revision Date:

Rev. 09/15

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: South Texas Family Planning & Health Corp. State of Texas VID #: 17417286212000

Point of Contact: Martha Zuniga Phone #: 361-855-7333 ext. 11

E-mail Address: MarthaZuniga@STFPHC.org Fax #: 361-851-2067

b. Is your company a State of Texas certified HUB? ☐ - Yes ☑ - No

c. Requisition #: 529-16-0102 Bid Open Date: 06/01/2016 (mm/dd/yyyy)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION-2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted.** Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☑ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Independent Single Audit Services	%	%	.01 %
2	Pharmacist-In-Charge Services	%	%	.01 %
3	Hospital and Outpatient Services	%	%	.004 %
4	Cytology Screening and Laboratory Testing Svcs.	%	%	.05 %
5	Physician/Mid-Level Clinician Services	%	%	.004 %
6	Radiology-Imaging-Diagnostic Services	%	%	.02 %
7	Sterilization Services (Physician Services)	%	%	.002 %
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	.10 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☑ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements.**"

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☑ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

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Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Martha F. Zuniga	Exec. Dir.	06/14/2016
	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded **"Yes"** to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded **"No" SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 01 **Description:** Independent Single Audit Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Alicia Sanders, CPA, PC	1260314149200	06/01/2016	☐ - Yes ☑ - No
Central Treasury, LLC	1464681000300	06/01/2016	☐ - Yes ☑ - No
Lanz & Swinney, LLC	1451564196800	06/01/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors association RHCA	06/01/2016	☑ - Yes ☐ - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	06/01/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 01 **Description:** Independent Single Audit Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Saunders & Associates	☐ - Yes ☑ - No		$ 10,000	.01 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 02 **Description:** Pharmacist-In-Charge Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Bilinguistics, Inc.	1204295194200	06/01/2016	☐ - Yes ☑ - No
Doc-Aid Telemedicine	1274474863800	06/01/2016	☐ - Yes ☑ - No
Four Star Health and Safety, LLC	1465683208700	06/01/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors association RHCA	06/01/2016	☑ - Yes ☐ - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	06/01/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 02 **Description:** Pharmacist-In-Charge Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Stan Gierhan, RPh	☐ - Yes ☑ - No		$ 7,800	.01 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 03 **Description:** Hospital and Outpatient Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Allied Health Services	1760591005200	06/01/2016	☐ - Yes ☑ - No
PARC Enterprises, Inc.	1261976868700	06/01/2016	☐ - Yes ☑ - No
TAJ Management	1475683894300	06/01/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors association RHCA	06/01/2016	☑ - Yes ☐ - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	06/01/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 03 **Description:** Hospital and Outpatient Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Care Regional Medical Center	☐ - Yes ☑ - No		$ 12,000	.01 %
Christus Spohn Hospital	☐ - Yes ☑ - No		$ 12,000	.01 %
Corpus Christi Medical Center (all campuses)	☐ - Yes ☑ - No		$ 1,200	.0007 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 04 **Description:** Cytology Screening and Laboratory Testing Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
AB Broadcasting Consultant, LLC	1141964798400	06/01/2016	☐ - Yes ☑ - No
CG Designs Group	1271325935100	06/01/2016	☐ - Yes ☑ - No
Keystone Resources, Inc.	1651165363200	06/01/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors association RHCA	06/01/2016	☑ - Yes ☐ - No
Texas Association of Mexican American Chambers of Commerce (TAMACC)	06/01/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 04 **Description:** Cytology Screening and Laboratory Testing Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Quest Diagnostics	☐ - Yes ☑ - No		$ 5,000	.005%
Center for Disease Detection	☐ - Yes ☑ - No		$ 5,000	.005%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 05 **Description:** Physician/Mid-Level Clinician Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	1383919109800	06/01/2016	☐ - Yes ☑ - No
Four Star Health and Safety, LLC	1465683208700	06/01/2016	☐ - Yes ☑ - No
Vesa Health & Technology, Inc.	1261515156500	06/01/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors association RHCA	06/01/2016	☑ - Yes ☐ - No
Hispanic Contractors Association de San Antonio	06/01/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 05 **Description:** Physician/Mid-Level Clinician Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emploiyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Dr. Raleigh Smith	☐ - Yes ☑ - No		$ 1,200	.0005%
Terry Trevino Arthur, PA-C	☐ - Yes ☑ - No		$ 9,600	.0045%
Suzanne White, PA-C	☐ - Yes ☑ - No		$ 12,000	.01%
Andrew Arthur, PA-C	☐ - Yes ☑ - No		$ 12,000	.01%
Dr. Esther Khatibi	☐ - Yes ☑ - No		$ 12,000	.01%
Donna Borach, APRN	☐ - Yes ☑ - No		$ 12,000	.01%
Dr. Connor Chase	☐ - Yes ☑ - No		$ 7,200	.0025%
Patricia Olenick, APRN	☐ - Yes ☑ - No		$ 7,200	.0025%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 06 **Description:** Radiology-Imaging-Diagnostic Services

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Amazing Hearts Homecare and Staffing, LLC	1383919109800	06/01/2016	☐ - Yes ☑ - No
3T Federal Solutions, LLC	1542025048000	06/01/2016	☐ - Yes ☑ - No
Miller Imaging and Digital Solutions,	1742049505700	06/01/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors association RHCA	06/01/2016	☑ - Yes ☐ - No
Hispanic Contractors Association de San Antonio	06/01/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 06 **Description:** Radiology-Imaging-Diagnostic Services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Radiology Associates/Radiology & Imaging	☐ - Yes ☑ - No		$ 1,200	.0007%
Christus Spohn Radiology	☐ - Yes ☑ - No		$ 1,200	.0007%
CCMC Radiology	☐ - Yes ☑ - No		$ 1,200	.0007%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

IMPORTANT: If you responded "***No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 07 **Description:** Sterilization Services (Physician Services)

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If *Yes*, continue to SECTION B-4.)

☑ - **No / Not Applicable** (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Allied Health Services	1760591005200	06/01/2016	☐ - Yes ☑ - No
TAJ Management, LLC	1475683894300	06/01/2016	☐ - Yes ☑ - No
Vesa Health & Technology, Inc.	1261515156500	06/01/2016	☐ - Yes ☑ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Regional Hispanic Contractors association RHCA	06/01/2016	☑ - Yes ☐ - No
Hispanic Contractors Association de San Antonio	06/01/2016	☑ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: South Texas Family Planning & Health Corp. Requisition #: 529-16-0102

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 07 **Description:** Sterilization (Physician Services)

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
Dr. Roland Vega	☐ - Yes ☑ - No		$ 2,500	.0015%
Dr. Charles Kirkham	☐ - Yes ☑ - No		$ 2,500	.0015%
Dr. Stan Shoemaker	☐ - Yes ☑ - No		$ 1,000	.0005%
Dr. Martin Boyd	☐ - Yes ☑ - No		$ 1,000	.0005%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

None of the HUBs solicited responded to the sub-contracting opportunity with a bid.

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

"Serving you with excellence, commitment, and pride every single day!"

(1)

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
INDEPENDENT SINGLE AUDIT (PROESSIONAL AUDITING) SERVICES
Commodity Codes: 946-20; 918-4; 946-31
DATE OPENED: JUNE 1, 2016 **DATE CLOSED: JUNE 10, 2016 at noon**

Scope of Work:
Independent Single Audit to be conducted on agency, including SAS 99 standards for fiscal year audit. Applicable circulars/standards are: OMB Circular A-133, most current Uniform Grants Management Standards for Government Auditing, and Single Audit Act, etc. Anticipated Funding Sources for the agency, include: Title X, Family Planning, Medicaid, TWHP, Healthy Texas Women, Primary Health Care Funds, Expanded Primary Health Care Funds, Patient Collections, Donations, and Breast & Cervical Cancer Funds for a total agency budget about $3+ million.

Location of Work – Plans/Specifications:
The work is done at South Texas Family Planning & Health Corporation in Corpus Christi, Texas. The agency is a non-profit, 501-C-3 corporation that provides family planning, men's health, breast & cervical cancer, & other health services to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers with expanded primary care; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project, as well as 1administrative office.

Bonding/Insurance Requirements:
The auditing firm must have professional liability to cover all acts & services done for South Texas Family Planning & Health Corporation as independent auditors.

Required Qualifications:
The Firm must be a CPA firm that is licensed to conduct Single Audits and has experience auditing private, non-profit, 501-C-3 agencies like South Texas Family Planning & Health Corporation (which receive public funding from the government thru the Texas Department of State Health Services, Federal Region, and local resources).

A complete audit report must be done no later than 9 months after the fiscal year's end. The fiscal year ends on August 31. Field work to be done in one week between February thru March months. A copy of the final "draft" audit report must be submitted for board of director's review by April 25 with a final report submitted no later than May 15.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by persons/firms interested in conducting audit.

Deadlines/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **06/10/2016 at 12:00 noon. All proposals must be received by 06/10/2016 at noon in order to be considered.**

Martha Zuniga

(1)

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 8:09 PM
To: 'aliciadsanders@gmail.com'; 'info@centraltreasury.com'; 'jlanz@lanzandswinney.com'; 'michelle@mlhubbard.com'
Subject: HUB Subcontracting Opportunity
Attachments: Independent Single Audit HUB Subcontracting Opportunity.pdf

Hello Alicia Sanders (CPA, PC); Aaron James (Central Treasury, LLC); Jonathan Lanz (Lanz & Swinney, LLC); and Michelle Hubbard (MLHubbard, PLLC):

Your organizations have been identified on the Texas Comptrollers Historically Underutilized Business Central Master Bidders Listing for the attached HUB Subcontracting Opportunity. Attached you will find the following a Historically Underutilized Business (HUB) Subcontracting Opportunity that may be of interest to you and for which we encourage you to submit a written proposal for consideration.

1) **Independent Single Audit** HUB Subcontracting Opportunity

(Deadline) A written response to the attached HUB subcontracting opportunity must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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Results For HUBs on CMBL Search

Search found 99 vendors, 99 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=946,Section1 Item(s)=(20),Section2 Class Code=918,Section2 Item(s)=(4),Section3 Class Code=946,Section3 Item(s)=(31)

Back

Vendor ID	Company Name	Contact Person	City	Email	Phone	CMBL Status
1760319117600	ACCESS DATA SUPPLY, INC.	Andrea R. Logans	HOUSTON	rlogans@Access-Data.com	713-439-0370	Active
1943442384400	ADRIANA BUFORD CPA, LLC	Adriana Buford	AUSTIN	abuford@bufordcpa.com	512-826-0626	Active
1473330892900	AGUIRRE PROJECT RESOURCES LLC	Charles Aguirre	GRAND PRAIRIE	charles.a@apr3d.com	214-552-5172	Active
1270908659400	AJANTA CONSULTING, LLC	ANIL PATEL	AUSTIN	anil.patel@ajantaconsulting.com	512-775-2645	Active
1472734859200	ALEXANDER CPA PLLC	Melvin Alexander	DALLAS	malexander@cpaalexander.com	214-736-1444	Active
1260314179200	ALICIA SANDERS, CPA PC	Pres/Alicia Sanders	DALLAS	aliciadsanders@gmail.com	214-273-4236	Active
1752196632900	ALPHONSO SOLOMON AND COMPANY, INC.	Alphonso Solomon	CEDAR HILL	asolomon@ascmgtconsultants.com	469-523-1394	Active
1263871617000	ANDTECH SOLUTIONS, LLC	Myoshia Boykin-Anderson	HOUSTON	mbanderson@andtechllc.com	713-900-2600	Active
1812171131300	ANN BAKER	Ann Baker	AUSTIN	annbaker47@yahoo.com	512-826-	Active

	CONSULTING				3700	
1452751663800	ASPIRYON, LLC.	Neil Crisman	MCALLEN	txbd@aspiryon.com	571-442-8898	Acti
1473650239500	AUSTINSTRATEGY, LLC	DONNA R. HOLLIDAY	WIMBERLEY	DONNA.HOLLIDAY@AUSTINSTRATEGY.COM	512-627-6669	Acti
1270613679800	BAILEY'S PREMIER SERVICES LLC	Tamiko W Bailey	FORT WORTH	twbailey@baileyspremierservices.com	817-292-2423	Acti
1452038614600	BANKOLE, OKOYE & ASSOCIATES, P.C.	Abiodun O. Bankole	HOUSTON	abankole@boacpas.com	281-741-7900	Acti
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	888-568-4271	Acti
1461623823500	BRIDGEGAP GLOBAL TECHNOLOGIES, LLC	Sabrina Geary	SAN ANTONIO	info@bridgegapglobal.com	512-200-4419	Acti
1463381065100	BUSINESS & FINANCIAL MANAGEMENT SOLUTION	Ida M. Ash	AUSTIN	mara.ash@bafsolutions.com	512-366-8183	Acti
1462339453400	C.B.K. COMPUTING LLC	Beshara Shaleesh	AUSTIN	admin@cbkcomputing.com	512-422-3126	Acti
1742642208900	CAROLYN ARNOLD-COMMUNICATIONS	CAROLYN ARNOLD	BOERNE	carolyn@caccinc.com	830-249-4100	Acti
1464681000300	CENTRAL TREASURY, LLC.	AARON JONES	FRISCO	INFO@CENTRALTREASURY.COM	214-250-7799	Acti
1474598294300	CHIVALRY CAPITAL PARTNERS	VALENTINE NWANKWO	HOUSTON	vnwankwo@chivalrycp.com	469-233-3758	Acti
1061817188700	CONAWAY CONSULTING, INC.	DEBORAH M. CONAWAY	AUSTIN	debbie@conawayconsulting.com	512-587-1850	Acti

1472921170700	CONSTRUCTION DIVERSITY GROUP	Steven N. Hadley II	HOUSTON	shadley@cdgroup.us	832-527-6861	Acti
1452046830800	CONVECTUS SOLUTIONS, LLC	Joanne Ung	DALLAS	joanne.ung@convectus.com	214-295-5517	Acti
1260227555900	CROXTON & CROXTON, INCORPORATED	Pres./Harry M. Croxton	ARLINGTON	hmcroxton@croxtonandcroxton.com	817-915-9228	Acti
1742760714200	DAMAN CONSULTING, INCORPORATED	Chairman/Bhala Ghatate	WEST LAKE HILLS	glal@damanconsulting.com	512-329-6646	Acti
1742796670400	DAMAN INC	Gita Lal	WEST LAKE HILLS	hub@damaninc.com	512-329-0433	Acti
1743020456400	DATASTREAM TECHNOLOGIES, LLC	President/Betty Aguilar	SPRING BRANCH	baguilar@datastreamllc.net	210-892-2331	Acti
1800446986400	DIRECT LINE TO COMPLIANCE, INC.	Monica Brown Adeeko	HOUSTON	monica.brown@dl2c.com	713-777-3522	Acti
1742528044700	DK PARTNERS, P.C.	Steve Kangas	WEST LAKE HILLS	steve@dktxcpa.com	512-258-6637	Acti
1721219070000	DKJ GROUP, INC.	PRESIDENT/DARWIN K. JOHNSON	ALLEN	darkay@aol.com	214-334-7493	Acti
1461776310800	DOLORES A. AMADOR, CPA	DOLORES A. AMADOR	SAN ANTONIO	AMADORDOLORESA@AOL.COM	210-884-7031	Acti
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	AUSTIN	cristina@dottpt.com	512-619-9087	Acti
1204201883300	DWG CPA PLLC	Darrell W Groves	MISSOURI CITY	info@dwgcpatx.com	281-201-8348	Acti
1270922307200	E-PROCUREMENT CONSULTANTS,	Manager/Lisa M. Thompson	DESOTO	james1133@tx.rr.com	214-770-	Acti

					0801	
1473468370000	EDGE METRICS	Viktoria Hagedorn	LAKEWAY	viktoria.hagedorn@gmail.com	512-838-3829	Acti
1271871164600	EDWARD L KIGOZI PLLC	EDWARD L KIGOZI PLLC	DALLAS	kigozi.elk@gmail.com	972-743-6157	Acti
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Jeff Evins	AUSTIN	jefe@HRnetConnection.com	512-454-9561	Acti
1202080146500	GARZA PROGRAM MANAGEMENT L.L.C.	RICHARD P. GARZA	DALLAS	richard.garza@garzapm.com	214-346-0694	Acti
1741867466300	GARZA/GONZALEZ & ASSOCIATES	Rene E.Gonzalez, CPA Senior Partner	SAN ANTONIO	regonzalez@gga-cpa.biz	210-227-1389	Acti
1010579993500	GLOBAL FORCE USA	Warden,Naz	SUGAR LAND	nazw@globalforce-us.com	832-532-7401	Acti
1760225893500	GOMEZ & COMPANY	BENJAMIN GOMEZ/Owner	HOUSTON	ben@gomezandco.com	713-666-5900	Acti
1352317159600	GOVERNMENT PROCUREMENT SERVICES	President/Janet Hasty	SPICEWOOD	janet@gpstraining.biz	888-254-7715	Acti
1743093903700	HALL & ASSOCIATES, CPA	Pres./Alvin J. Hall	ROUND ROCK	alvinhall@austin.rr.com	512-656-6657	Acti
1272223411400	HARRIS & DICKEY, LLC	Helen Dickey	DALLAS	helen.dickey@harris-dickey.com	817-291-4360	Acti
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	512-750-8161	Acti
1454376117600	HR GOVSOLUTIONS, LLC	Bruce Butler	HOUSTON	brucebutler@hrgovsolutions.com	713-502-2013	Acti
1205616525600	HT STAFFING SOLUTIONS, LLC	Carolyn Burgess	ORANGE	bids@thehtgroup.com	409-883-	Acti

	DBA				0384	
1223880260200	INSTANT DATA TECHNOLOGIES DBA INDATECH	Bede Ramcharan	SAN ANTONIO	bramcharan@indatatech.com	210-344-0012	Acti
1760550769200	INTEGRATED NETWORK SOLUTIONS, INC.	Pres./CHRISTOPHER BALQUE	HOUSTON	cgbalque@insi-net.com	713-529-5003	Acti
1453689374700	INTEGRATEUS LLC	Sona Nair	ROUND ROCK	sonak@integrateus.com	512-948-3141	Acti
1465227320300	JANICE DUGAR DAVIS, LLC	Janice D Davis	BUFFALO	jdugardavis@yahoo.com	903-322-5274	Acti
1061827717100	JN3 GLOBAL ENTERPRISES, LLC DBA EXCEL GL	James Nowlin	AUSTIN	jnowlin@excelglobalpartners.com	512-501-1155	Acti
1463248961400	JSTOOGOOD LLC	Jaime Toogood	WICHITA FALLS	jaime@jstoogood.com	719-271-6484	Acti
1752962352600	KELLOGG AND KELLOGG, P.C.	Dina Kellogg	BENBROOK	dina@kelloggandkellogg.com	817-738-5597	Acti
1463193000600	KF TAX & ACCOUNTING, P.C	Kemi Nwagbo, CPA	ROUND ROCK	kemi@kftaxandfinancials.com	512-244-1516	Acti
1510606674700	LACEY NEWDAY CONSULTING, LLC	Principal/Sidney E. Lacey	HOUSTON	slacey@LNCHouston.com	713-446-5970	Acti
1451564196800	LANZ & SWINNEY, LLC	Jonathan Lanz	HOUSTON	jlanz@lanzandswinney.com	713-979-4500	Acti
1760522580800	LIBERTY EQUIPMENT SALES, INC.	President/Cynthia R Leftwich	HOUSTON	sales@libertyequipmentsales.com	281-987-8708	Acti
1260878674000	LONE STAR NOC, INC.	Robert Birdwell	FORT WORTH	sbirdwell@lonestar-cs.com	817-338-3700	Acti
	LYNCVERSE				281-	

1470986297400	TECHNOLOGIES, INC.	Shearrard Thomas	HOUSTON	sthomas@lyncverse.com	320-2949	Acti
1752132118600	M&A TECHNOLOGY, INC.	Donna Shepard	CARROLLTON	melwany@macomp.com	972-490-5803	Acti
1261714135800	MARIGA CPA PLLC	Susanne Mariga	HOUSTON	smariga@marigacpa.com	832-541-4654	Acti
1760488832500	MCCONNELL & JONES LLP	Ira Wayne McConnell	HOUSTON	info@mjlm.com	713-968-1600	Acti
1900041824400	MEDIA RIDERS, INC.	Erika Mcreaken	PEARLAND	emcreaken@mediariders.com	832-533-3313	Acti
1460991289500	MLHUBBARD, PLLC	Michelle Hubbard	FULSHEAR	michelle@mlhubbard.com	512-426-2699	Acti
1742809795400	MONDAY RUFUS & CO., P.C.	MONDAY RUFUS	AUSTIN	MONDAY@MONDAYRUFUS.COM	512-380-0799	Acti
1743012825001	MORNINGSIDE RESEARCH AND CONSULTING, INC	President / Shari Holland	AUSTIN	sholland@morningsideresearch.com	512-302-4413	Acti
1208585730300	NICHE ASSURANCE LLC	Peter Kiilu	HOUSTON	kiilu@nicheconsult.net	281-777-3394	Acti
1800422253700	OKAFOR & ASSOCIATES, PC	Chris Okafor	AUSTIN	chris.okafor@okaforcpa.com	512-244-4908	Acti
1260828246800	ONE SOURCE INTERNATIONAL, LLC	Roderick Jackson	HOUSTON	roderick@osi-llc.com	713-516-5780	Acti
1742642884700	PENA BRIONES MCDANIEL & CO, PC	Teri Reinert	EL PASO	teri@cpaelpaso.com	915-542-1733	Acti
1432093737900	PERFECT BALANCE	SANDRA TENNANT	AUSTIN	SANTENN@SBCGLOBAL.NET	512-835-7049	Acti
					281-	

1760383074000	PETROSEWICZ & COMPANY, INC.	President/Norma Montalvo Petrosewicz	RICHMOND	info@petrocpa.com	342-6584	Acti
1205186671800	PMCS SERVICES INC	Rebecca Dodge	ROUND ROCK	bids@pmcsservices.com	512-948-3144	Acti
1453301414900	POPE CONSULTING	Missy Pope	AUSTIN	missy@popeconsult.com	512-677-0803	Acti
1460675976000	POWER CONSULTING AND SEARCH LLC	Melinda Le-Compte	AUSTIN	melinda@powerconsultingandsearch.com	512-763-4672	Acti
1742961703200	PREFERRED IT STAFFING SOLUTIONS,	Pres./Tina G. Guerrero	ROUND ROCK	tina.guerrero@preferredstaffing.net	512-310-7666	Acti
1472923408900	PRINCIPLED GS LLC	Melvin Alexander	DALLAS	malexander@principledgs.com	214-247-7350	Acti
1751533409600	PURDY-MCGUIRE INCORPORATED	CAMILLE BARTON/CEO	DALLAS	CBARTON@PURDY-MCGUIRE.COM	972-239-5357	Acti
1861105673200	QUICK RESPONSE SYSTEMS, INC	President/DAVID O ADEYEMO	GRAND PRAIRIE	YINKA@QRSYSTEMS.COM	972-263-9111	Acti
1742637796000	RESOLUTION OVERSIGHT CORPORATION	PRESIDENT/ERNESTO GARZA	SAN ANTONIO	eagarzasdr@aol.com	210-490-8808	Acti
1753094983700	RESOURCE INTEGRATORS LLC	Audra Launey	AUSTIN	alauney@resourceintegrators.com	512-425-0975	Acti
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	ADDISON	sally.reaves@esagebrush.com	214-273-4302	Acti
1383944406700	SEER CONSULTING LLC	Wanalisa Smith	MESQUITE	lsmith@seerconsultingllc.com	214-205-2503	Acti
1943469145700	SIGNATURE SOLUTIONS LLC	Brigitte Burks	PLANO	bburks@ssifirst.com	972-670-3482	Acti

1820573641800	SISTEMA TECHNOLOGIES, INC.	Joe Vallejo, Business Cell 210-863-9777	SAN ANTONIO	joe@sistematechnologies.com	210-342-3380	Acti
1275380940400	SQBLUESKY, INC.	Florence Lowe	DALLAS	flowe@sqbluesky.com	214-676-9963	Acti
1461348124200	STACHE & ASSOCIATES LLC	Lillie Ritter	RICHMOND	lillie.ritter@stacheandassociates.com	713-364-6674	Acti
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	Acti
1462251150000	SWIFT SOLUTIONS	Deborah A Swift	AUSTIN	shea@swift-solutions.org	512-451-8700	Acti
1264508272300	TDA CONSULTING, INC	Henry Alvarez	SAN ANTONIO	halvarez@tdainc.org	360-991-9970	Acti
1134280998200	TEXAS TECHNOLOGY CONSULTING	CEO/Kate Connolly	AUSTIN	kconnolly@txtcgroup.com	512-288-5300	Acti
1473537578500	THE ALLEN CPA FIRM, PLLC	Robert Allen	HOUSTON	robert@theallencpafirm.com	713-489-7575	Acti
1270033290601	THE BRADBY GROUP	Owner/Claudell Bradby	SPRING	bradbycpa@sbcglobal.net	281-251-1664	Acti
1460997645200	TRINITY REVIEW SERVICES, INC.	Johnny L Rogers	DESOTO	johnnyr@trinityreview.com	888-737-2515	Acti
1203206983800	VANDERSLICE CONSULTING	Owner/CAMILLE VANDERSLICE	AUSTIN	camille@dbtxcpa.com	512-796-2490	Acti
1462085042100	VANESSA M. JOHNSON, CPA, LLC	Vanessa Johnson	HOUSTON	vanessa@vmjohnsoncpa.com	832-390-2639	Acti
1264815552600	VARGAS CPA, P.C.	ARTURO VARGAS	ANTHONY	avargas@vargascpa.com	915-351-7900	Acti

1262714292500	WILLIAMS DATA SERVICES	Patsy Williams	BARTLETT	williamsdata@aol.com	254-527-3904	Acti

Search found 99 vendors, 99 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=946,Section1 Item(s)=(20),Section2 Class Code=918,Section2 Item(s)=(4),Section3 Class Code=946,Section3 Item(s)=(31)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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(2)

HISTORICALLY UNDERUTILIZED BUSINESS - SUBCONTRACTING OPPORTUNITY
PHARMACIST-IN-CHARGE (PROFESSIONAL) SERVICES
Commodity Codes: 948-47; 948-74; 948-48
DATE OPENED: JUNE 1, 2016 DATE CLOSED: JUNE 10, 2016

Scope of Work:
Pharmacist-In-Charge for publicly funded family planning clinics/men's health centers Class D Pharmacies, that serve clients who are eligible for services at the clinic. This includes releasing, labeling, dispensing, conducting quarterly on-site reviews of the class D pharmacy, training of licensed and unlicensed staff, and ensuring all pharmacy library, licenses, and certifications are up to Texas State Board of Pharmacy standards.

Location of Work – Plans/Specifications:
The work is done at South Texas Family Planning & Health Corporation Class D Pharmacy clinic sites. The bulk of the pharmaceutical services are performed in Corpus Christi, Texas and seven surrounding counties. There 6 comprehensive family planning clinics/men's health centers with Class D pharmacy licenses; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The pharmacist must have professional liability to cover all acts & services done at South Texas Family Planning & Health Corporation (STFPHC), and list STFPHC as "additionally insured" on their liability.

Required Qualifications:
The Pharmacists must be licensed to practice in the state of Texas as a pharmacist and be in good standing with the Texas Board of Pharmacy. Experience with Class D pharmacies is preferred. The Pharmacists must be able and willing to travel and carry and respond to a 24 hour emergency beeper. The Pharmacists job will require about 25 hours per month on-site at different family planning clinics that have Class D Pharmacy Licenses.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
A "contractual" pharmacist job description will be sent to any interested parties and the position pays $850 per month. The pharmacist will not be employed, but rather contracted by STFPHC.

Deadline/Date Closed:
To respond, submit written proposal to contact person shown above by mail or email no later than **06/10/2016 at 12:00 noon. All proposals must be received by 06/10/2016 at noon in order to be considered.**

Martha Zuniga

(2)

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 7:59 PM
To: 'ellen.kester@bilinguistics.com'; 'msaenz@doc-aid.com'; drhebert1.tie@txindeval.com; 'cheryl@watchdog-solutions.org'
Subject: HUB Subcontracting Opportunity
Attachments: Pharmacist-In-Charge HUB Subcontracting Opportunity.pdf

Hello Ellen Kester (Bilinguistics, Inc.); Monica Saenz (Doc-Aid Telemedicine); Charles Hebert (Four Start Health and Safety, LLC); and Cheryl Rayl (Rayl Enterprises, Inc):

Your organizations have been identified on the Texas Comptrollers Historically Underutilized Business Central Master Bidders Listing for the attached HUB Subcontracting Opportunity. Attached you will find the following a Historically Underutilized Business (HUB) Subcontracting Opportunity that may be of interest to you and for which we encourage you to submit a written proposal for consideration.

1) **Pharmacist-In-Charge** HUB Subcontracting Opportunity

(Deadline) A written response to the attached HUB subcontracting opportunity must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Results For HUBs on CMBL Search

Search found 43 vendors, 43 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(47),Section2 Class Code=948,Section2 Item(s)=(74),Section3 Class Code=948,Section3 Item(s)=(48)

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Vendor ID	Company Name	Contact Person	City	Email	Phone	CMBL Status	HUB Statu
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	817-385-7111	Active	A-Active
1464922374100	APACHE MEDICAL SUPPLY, LLC	Ruthie Hebert	HOUSTON	keithrrk@me.com	713-528-2410	Active	A-Active
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	AUSTIN	ellen.kester@bilinguistics.com	512-480-9573	Active	A-Active
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	888-568-4271	Active	A-Active
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	RICHARDSON	cahmed@gmail.com	214-995-7654	Active	A-Active
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	210-819-5834	Active	A-Active
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	281-630-7227	Active	A-Active
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	972-288-6177	Active	A-Active
1274474863800	DOC-AID TELEMEDICINE	Monica Saenz,	KATY	msaenz@doc-aid.com	281-712-	Active	A-

	SERVICES	MD			4722		Active
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	210-566-9995	Active	A-Active
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Jeff Evins	AUSTIN	jefe@HRnetConnection.com	512-454-9561	Active	A-Active
1203852622900	ENTERPRISE ESP SERVICE PROVIDER, LLC	Clarence E. Lindsey	DALLAS	clindsey@enterprise-esp.com	469-619-3114	Active	A-Active
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	210-822-4005	Active	A-Active
1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	CORPUS CHRISTI	drhebert1.tie@txindeval.com	855-944-7827	Active	A-Active
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	SAN ANTONIO	freshair@moment.net	210-872-7957	Active	A-Active
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	210-928-3900	Active	A-Active
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	844-766-6111	Active	A-Active
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	512-750-8161	Active	A-Active
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	210-858-9573	Active	A-Active
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	AUSTIN	karen@hirepros.com	512-342-0055	Active	A-Active
1475274981300	HOME SPEECH	Owner/Wanda	CORPUS	wkapaun@hotmail.com	361-563-	Active	A-

	THERAPY, PLLC	Kapaun	CHRISTI		8460		Active
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	210-493-7452	Active	A-Active
1742963430000	INGENESIS, INC.	President/Veronia Edwards	SAN ANTONIO	commercial@ingenesis.org	210-366-0033	Active	A-Active
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	956-994-1700	Active	A-Active
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	800-467-3005	Active	A-Active
1473851223600	METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	214-616-1851	Active	A-Active
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	SAN ANTONIO	pegeen.kramer@gmail.com	210-569-2650	Active	A-Active
1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	AUSTIN	sharvey@OAKHILLTECH.COM	512-288-0008	Active	A-Active
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	409-838-5552	Active	A-Active
1760329606600	PHYSICIAN RESOURCES, INC.	President/Jolyn Scheirman	HOUSTON	pri@physicianresources.com	713-522-5355	Active	A-Active
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	832-615-7691	Active	A-Active
1760540576400	QUALITY DIALYSIS ONE L.P.	CEO/CYNTHIA BARCLAY	STAFFORD	cbarclay@qdiinc.com	281-491-4009	Active	A-Active
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	800-972-2054	Active	A-Active

1264178007200	RVD ENTERPRISES LLC	David R. Dixon	DALLAS	david@rvdenterprises.com	972-880-5674	Active	A-Active
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	ADDISON	sally.reaves@esagebrush.com	214-273-4302	Active	A-Active
1383980553100	SEGNIAN BH SERVICES LLC	Anita Ellen Duke	PALMER	eduke@segnian.com	214-301-2992	Active	A-Active
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	409-722-1485	Active	A-Active
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	281-240-3140	Active	A-Active
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	Active	A-Active
1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	DALLAS	Leticiaram@srg5.com	972-523-2098	Active	A-Active
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	SAN ANTONIO	vjohnson@tajmanagement.us	210-485-6126	Active	A-Active
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	ALLEN	lcobb2000@yahoo.com	214-250-9930	Active	A-Active
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	SAN ANTONIO	srg@vesahealth.com	210-698-3779	Active	A-Active

Search found 43 vendors, 43 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(47),Section2 Class Code=948,Section2 Item(s)=(74),Section3 Class Code=948,Section3 Item(s)=(48)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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(3)

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
HOSPITAL and OUTPATIENT SERVICES
Commodity Code: 948-46

DATE OPENED: JUNE 1, 2016 **DATE CLOSED: JUNE 10, 2016 at noon**

Scope of Work:
Provide use of facility (hospital and surgical facility) for use by agency medical director and doctors to perform procedures that must be done in a hospital/surgical facility and for required overnight stays for Agency low-income and uninsured clients, along with any other *emergency or primary health/method related services* that may be necessary to serve and treat the patient at the facility/hospital.

Location of Work – Plans/Specifications:
The work will be done at the hospital/surgical facility by a medically licensed doctor contracted with STFPHC who can perform surgeries and provide services necessary for patients of STFPHC that are eligible under the Primary Health Care Program.

South Texas Family Planning & Health Corporation is a non-profit, 501-C-3 corporation that provides family planning & other health services to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health center's with primary care and expanded primary health care; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The facility/hospital must be accredited and appropriately licensed by the State of Texas and other recognized organizations to allow surgeries and other services to be performed. All physicians that perform surgeries for STFPHC shall apply for privileges and be allowed to use the facility for services as needed.

Required Qualifications:
All necessary hospital accreditations and licensures for surgical facility and hospitals, including JACHO.

Contact Person and address to submit proposals:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this "HUB subcontracting opportunity")**

Job Cost:
To be proposed by the hospital/facility submitting bids. Bids may not be higher than the proposed maximum allowable rates listed by the Texas Health and Human Services Commission's service delivery programs for this bidding opportunity.

Deadlines/Date Closed:
To respond, submit written proposal to contact person shown above by mail or email no later than **06/10/2016 at 12:00 noon. All proposals must be received by 06/10/2016 at noon in order to be considered.**

Martha Zuniga

(3)

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 8:14 PM
To: 'alliedhealth@dichoso.net'; 'sandramarquis99@att.net'; 'vjohnson@tajmanagement.us'; kyoshida@spartnerships.com
Subject: HUB Subcontracting Opportunity
Attachments: Hospital and Outpatient Services HUB Subcontracting Opportunity.pdf

Hello Helen Dichoso (Allied Health Services); Sandra Richardson (PARC Enterprises, Inc.); Varnell Johnson (TAJ Management, LLC); and Kirk Yoshida (Strategic Partnerships, Inc.):

Your organizations have been identified on the Texas Comptrollers Historically Underutilized Business Central Master Bidders Listing for the attached HUB Subcontracting Opportunity. Attached you will find the following a Historically Underutilized Business (HUB) Subcontracting Opportunity that may be of interest to you and for which we encourage you to submit a written proposal for consideration.

1) **Hospital and Outpatient Services** HUB Subcontracting Opportunity

(Deadline) A written response to the attached HUB subcontracting opportunity must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Search found 16 vendors, 16 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46)

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Vendor ID	Company Name	Contact Person	City	Email	Phone	CMBL Status	HUB Status	HU Eli
1760591005200	ALLIED HEALTH SERVICES	HELEN DICHOSO	HOUSTON	alliedhealth@dichoso.net	713-524-4422	Active	A-Active	AS
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	817-385-7111	Active	A-Active	BL
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	210-819-5834	Active	A-Active	BL
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	281-630-7227	Active	A-Active	BL
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	210-566-9995	Active	A-Active	BL
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Jeff Evins	AUSTIN	jefe@HRnetConnection.com	512-454-9561	Active	A-Active	WC
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	210-822-4005	Active	A-Active	HI
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	210-928-3900	Active	A-Active	BL

1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	210-493-7452	Active	A-Active	WC
1742963430000	INGENESIS, INC.	President/Veronia Edwards	SAN ANTONIO	commercial@ingenesis.org	210-366-0033	Active	A-Active	HI
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	800-467-3005	Active	A-Active	AI
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	409-838-5552	Active	A-Active	BL
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	832-615-7691	Active	A-Active	DV
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	281-240-3140	Active	A-Active	BL
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	Active	A-Active	WC
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	SAN ANTONIO	vjohnson@tajmanagement.us	210-485-6126	Active	A-Active	BL

Search found 16 vendors, 16 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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(4)

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
CYTOLOGY SCREENING and LABORATORY TESTING SERVICES
Commodity Codes: 948-55 and 924-16
DATE OPENED: JUNE 1, 2016 **DATE CLOSED: JUNE 10, 2016 at noon**

Scope of Work:
Provision of laboratory services for specimens such as Liquid Based Pap Smears, Chlamydia and Gonorrhea tests, confirmatory HIV tests, HPV tests, Syphilis Test, tissue biopsies of the breast and cervix, Hepatitis B, CBC, lipid panel, vaginal cultures, CBC, CMP, urine cultures, etc., for clients that are eligible under the State Family Planning Program.

Location of Work – Plans/Specifications:
The actual specimens are collected at South Texas Family Planning & Health Corporation clinics and picked up by a delivery service as scheduled. The organization is a non-profit 501-C-3 corporation that provides family planning, men's health, primary health care and expanded primary health care, breast & cervical cancer services & other related health screenings to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers with expanded primary care; 4 natural family planning educational facilities; 6 breast and cervical cancer facilities; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The lab must be insured to cover services performed for South Texas Family Planning & Health Corp.

Required Qualifications:
The laboratory must be College of American Pathologists or JCAHO accredited, with required CLIA accreditations to perform services for STFPHC. The lab must provide reports that are in accordance with nationally recognized guidelines with results clearly indicated. The lab must be able to provide results within in 3 working days and call back on adverse results immediately. The laboratory contracted must make arrangements for specimens to be picked up and delivered on a designated schedule with all costs for delivery and pick-up absorbed by the lab.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Please inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by the laboratory submitting bids. Bids may not be higher than the proposed maximum allowable rates listed by the Texas Health and Human Services Commission service delivery programs for this bidding opportunity.

Deadline/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **06/10/2016 at 12:00 noon. All proposals must be received by 06/10/2016 at noon in order to be considered.**

Martha Zuniga

(4)

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 8:19 PM
To: 'abillings@abbctv.com'; 'cgeraldo@cgdesignsgroup.com'; 'julie@keystoneresources.com'; kathy.blanck@vignon.com
Subject: HUB Subcontracting Opportunity
Attachments: Cytology Screening and Laboratory Testing HUB Subcontracting Opportunitiy.pdf

Hello Annie Billings (AB Broadcasting Consultant, LLC.); Celia Geraldo (CG Designs Group); Julie Irvin (Keystone Resources, Inc.); and Kathy Blanck (Vignon Corporation):

Your organizations have been identified on the Texas Comptrollers Historically Underutilized Business Central Master Bidders Listing for the attached HUB Subcontracting Opportunity. Attached you will find the following a Historically Underutilized Business (HUB) Subcontracting Opportunity that may be of interest to you and for which we encourage you to submit a written proposal for consideration.

1) **Cytology Screening and Laboratory Testing Services** HUB Subcontracting Opportunity

(Deadline) A written response to the attached HUB subcontracting opportunity must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

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Results For HUBs on CMBL Search

Search found 147 vendors, 147 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(55),Section2 Class Code=924,Section2 Item(s)=(16)

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Vendor ID	Company Name	Contact Person	City	Email	Phone	Small Business
1141964798400	AB BROADCASTING CONSULTANT LLC	Annie Billings	ARLINGTON	abillings@abbctv.com	817-685-8650	Yes
1753021823300	AFFUL CONSULTING CORPORATION	CEO/John Afful	PLANO	jpafful@affulconsulting.com	800-797-0248	Yes
1270908659400	AJANTA CONSULTING, LLC	ANIL PATEL	AUSTIN	anil.patel@ajantaconsulting.com	512-775-2645	Yes
1742699266900	AMERICAN INTERNATIONAL TRANSLATORS	SANDRA CHADA	AUSTIN	aitranslators@aol.com	512-892-6244	Yes
1263871617000	ANDTECH SOLUTIONS, LLC	Myoshia Boykin-Anderson	HOUSTON	mbanderson@andtechllc.com	713-900-2600	Yes
1204050889200	ASENTRENE, INC.	Henry Garcia	SAN ANTONIO	hfgarcia@asentrene.com	210-493-1971	Yes
1461509122100	ASPELL SERVICES INC.	Denise D Aspell	SAN ANTONIO	deedee@aspell.com	210-445-8425	Yes
1471359971100	AUSTIN TEXAS MEDIATORS LLC	Barbara Ann Allen	GEORGETOWN	info@austintexasmediators.com	512-966-9222	Yes
1464189998500	AVALON BUSINESS	Kathryn Martinez	DALLAS	info@avalonbp.com	972-385-	Yes

	PARTNERS				1644	
1473922599400	BEHAVIORAL HEALTH CONSULTANTS, LLC	Lucy Williams	CORPUS CHRISTI	lw@behavioralhealthconsultants.org	361-549-6972	Yes
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	AUSTIN	ellen.kester@bilinguistics.com	512-480-9573	Yes
1475635000600	BLOCKER EDUCATION RESEARCH, LLC	Tyrone D. Blocker	AUSTIN	tblocker@blockereducationresearch.com	512-954-7777	Yes
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	888-568-4271	Yes
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	AUSTIN	jane.scott@brightleafgroup.com	512-795-8900	Yes
1473456328200	BUFFALO CLOUD CONSULTING, LLC	Christine A. Moses	AUSTIN	info@buffalocloudconsulting.com	512-215-4436	Yes
1462339453400	C.B.K. COMPUTING LLC	Beshara Shaleesh	AUSTIN	admin@cbkcomputing.com	512-422-3126	Yes
1473982553800	CAPSTONE HIGHERED SERVICES LLC	Diana Pino	HOUSTON	diana.pino@capstonehighered.com	713-955-2122	Yes
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	210-819-5834	Yes
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	281-630-7227	Yes
1204078903900	CENTEX TECHNOLOGIES	Abdul B. Subhani	KILLEEN	asubhani@centextech.com	254-213-4740	Yes
1454939954200	CENTURION SOLUTIONS LLC	Douglas C. Jackson	COLLEGE STATION	dcjackson@centurion-solutions.com	979-571-5213	Yes
					512-	

1271325935100	CG DESIGNS GROUP	Celia Geraldo	CEDAR PARK	cgeraldo@cgdesignsgroup.com	663-2809	Yes
1752449053300	CHEM CHEK, INC.	Lori Bauske	RICHARDSON	lbauske@chemchekinc.com	972-918-9300	Yes
1205925909800	CHIVAS ENGINEERING & CONSULTING, INC.	CEO/Dr. Vasant C. Ramkumar	AUSTIN	vasant@chivascorp.com	512-217-0853	Yes
1203877857200	COGNITIVE PROFESSIONAL SERVICES INC.	Cognitive Professional Sevices Inc.	ROUND ROCK	BD@cog-ps.com	703-562-0602	Yes
1061817188700	CONAWAY CONSULTING, INC.	DEBORAH M. CONAWAY	AUSTIN	debbie@conawayconsulting.com	512-587-1850	Yes
1510413671600	CONFLICT CONNECTIONS, INC.	President/Patricia Mae Porter	SAN ANTONIO	pmporter@conflictconnections.com	210-880-4440	Yes
1474204485300	CONGER CONSTRUCTION SERVICES,	Richard Conger	BARRY	richard@conger-construction-services.com	903-695-0078	Yes
1742723942500	COOPER CONSULTING COMPANY	Melynda Caudle	AUSTIN	melyndacaudle@cooperconsulting.com	512-527-1000	Yes
1474579990900	CORERECON, LLC	Christopher Hegg	CORPUS CHRISTI	Chris@CoreRecon.com	800-955-2596	Yes
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	972-288-6177	Yes
1742997498700	D. T. JACKSON ENTERPRISES, INC.	Daniel T Jackson/President	CONVERSE	danjackson@dtjackson.com	210-601-8101	Yes
1463229271100	DANCO MEDIATION & CONSULTATION, LLC	Connie Daniels	CONVERSE	cdaniels1@satx.rr.com	210-254-4341	Yes
	DAVIS PSYCHOLOGICAL	Dr. Regina G.			210-	

1352474214800	HEALTH & WELLNESS PR	Davis, Ph.D.	SAN ANTONIO	dr.reginagdavis_phd@yahoo.com	241-4954	Yes
1271446683100	DAZZIE MCKELVY LLC	Dazerina McKelvy	AUSTIN	dazziemckelvy@gmail.com	512-924-7761	Yes
1742913447500	DISPUTE MANAGEMENT GROUP, LLC	Manager, Jose L. Hernandez, P.E.	AUSTIN	dmghernandez@sbcglobal.net	512-426-6958	Yes
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Eddy Larios	SAN ANTONIO	jlarios@nursesetc.net	210-566-9995	Yes
1742756644700	DOTT PROFESSIONAL & TECHNICAL SERVICES	CRISTINA FELDOTT	AUSTIN	cristina@dottpt.com	512-619-9087	Yes
1464918008100	DR. D'S LEVERAGE, LLC	AARON DEWISPELARE	BOERNE	adewisp@gvtc.com	830-981-2357	Yes
1461253364700	ED-POINT, LLC	Linda Villarreal	CORPUS CHRISTI	lindakayvillarreal@gmail.com	361-549-1699	Yes
1134307214300	EDVANCE RESEARCH, INC.	Debrale Graywolf	SAN ANTONIO	dgraywolf@edvanceresearch.com	210-558-4118	Yes
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Jeff Evins	AUSTIN	jefe@HRnetConnection.com	512-454-9561	No
1272798227900	EMCARE CONSULTING LLC	Elaine Watson Flanagan	DESOTO	emcareconsultingllc@gmail.com	469-360-3772	Yes
1412259727200	EMPLOYOU, LLC	President/Leanne E. King	SAN ANTONIO	leanne@seekinghr.com	210-679-4879	Yes
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	210-822-4005	Yes

1770710996700	FIRECAT STUDIO, LLC	CEO/Susan Price	SAN ANTONIO	susan@firecatstudio.com	210-320-2391	Yes
1264455394800	FLAGTREE SYSTEMS LLC	President / Gurusamy Palanichamy	PLANO	palani@flagtree.com	512-692-7797	Yes
1731703114800	FOCUSED SOLUTIONS	Owner / John L. De La Cruz	DONNA	JLDLC@SBCGLOBAL.NET	956-624-5439	Yes
1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	CORPUS CHRISTI	drhebert1.tie@txindeval.com	855-944-7827	Yes
1454906749500	FOUR VICTOR GROUP	Dathan Copeland/Chief Operating Officer	AUSTIN	dathan@fourvictorgroup.com	512-739-3034	Yes
1760225893500	GOMEZ & COMPANY	BENJAMIN GOMEZ/Owner	HOUSTON	ben@gomezandco.com	713-666-5900	Yes
1352317159600	GOVERNMENT PROCUREMENT SERVICES	President/Janet Hasty	SPICEWOOD	janet@gpstraining.biz	888-254-7715	Yes
1262969597900	GRAFTON A SPINKS DBA AL SPINKS & ASSOCIA	Grafton A Spinks	HOUSTON	al@asapresents.com	281-704-1724	Yes
1473267843900	GWH QUALITY GROUP	Pamela Gardner	MISSOURI CITY	gardnepc@swbell.net	832-368-2646	Yes
1205766150100	HARBOR ALLIANCE, INC.	PAULINE C. MARTIN	HOUSTON	HARBORALLIANCE@SBCGLOBAL.NET	281-397-8740	Yes
1203904854600	HART EDITORIAL SERVICES	Ann Weaver Hart	BRYAN	ann@harteditorial.com	979-739-7610	Yes
1204581528400	HEDGE FORD MANAGEMENT	R. Dick	LAKE DALLAS	hedgefordmgmt@gmail.com	214-566-7044	Yes
1471267423400	HERNANDEZ CONSULTING TECHNOLOGIES	Alvin Hernandez	SAN ANTONIO	alher58@gmail.com	210-992-	Yes

	(HCT)				5244	
1742532120900	HICKS & COMPANY, ENVIRONMENTAL/	Pres./Sandra E. Hicks	AUSTIN	hicks@hicksenv.com	512-478-0858	Yes
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	210-858-9573	Yes
1454543821100	HILL EDUCATIONAL CONSULTANTS, LLC	Essie Hill	FRISCO	ehill@hilledconsultants.com	469-294-1672	Yes
1463320410300	HILWELL	Sandra Wellborn	CONROE	sandra@hilwell.com	817-845-1251	Yes
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	210-493-7452	Yes
1810817185300	ILLUMINATE VIDEO, LLC	Rachel Bays	HOUSTON	rachel@illuminatevideo.com	281-216-3026	Yes
1061681445400	INDEPENDENT REPORTS	Roberta Ambrosino	SAN ANTONIO	robertaambrosino@yahoo.com	562-676-7107	Yes
1473298502400	INFINITY BUSINESS SOLUTIONS LLC	Derrick Lewis	CIBOLO	infinitybusinesssolutionsllc@gmail.com	478-258-6758	Yes
1742963430000	INGENESIS, INC.	President/Veronia Edwards	SAN ANTONIO	commercial@ingenesis.org	210-366-0033	Yes
1272968527600	INXELERATE SOLUTIONS LLC	seed Inniss	AUSTIN	hadyn.inniss@inxelerate.com	512-346-8110	Yes
1204916459800	JAMES BIRD GUESS SUCCESS ACADEMY	James Bird Guess	IRVING	james@internationalsuccessacademy.com	888-369-1339	Yes
1471994051300	JOHNSON APPLIED SOLUTIONS LLC	Theodore J. Johnson	BULVERDE	tedjohnson@johnsonappliedsolutions.com	210-718-4079	Yes
					719-	

1463248961400	JSTOOGOOD LLC	Jaime Toogood	WICHITA FALLS	jaime@jstoogood.com	271-6484	Yes
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	800-467-3005	No
1474524634900	KESPE, LLC	Kenneth E. Seiler	AUSTIN	kespe@outlook.com	512-751-8094	Yes
1651165363200	KEYSTONE RESOURCES, INC.	Julie Irvin	HOUSTON	julie@keystoneresources.com	713-874-0162	Yes
1474050276100	LANGUAGES OF HOUSTON	Tsilina, Elena	HOUSTON	elena.tsilina@gmail.com	832-359-4226	Yes
1320384945300	LISTO TRANSLATING SERVICES & MORE LLC	Roxana Heredia	KATY	roxana@listotranslating.com	832-592-9264	Yes
1474688139100	LONGHORN SAFETY SOLUTIONS	Melissa Gresham	CELINA	melissa@longhornsafety.solutions	469-400-5274	Yes
1474851753000	LOVE 2 TEACH EDUCATIONAL &	Francis Germany	HOUSTON	love2teachllc@yahoo.com	832-870-5610	Yes
1271701281400	LUMINARA CONSULTING INC	Rosemary Holly	AUSTIN	rosemary.holly@luminaraconsulting.com	512-680-6069	Yes
1202815606000	MADDISOFT, LLC	Ramesh Mddi	HOUSTON	rmaddi@maddisoft.com	713-449-1535	Yes
1452997207800	MAKING STRAIGHT PATHS	marked Samuel	HOUSTON	Markita@Makingstraightpaths.com	281-858-3040	Yes
1030576944900	MEDBIO PUBLICATIONS	Kersten Hammond	MCKINNEY	kersten.hammond@medbiopub.com	972-547-4165	Yes
1900041824400	MEDIA RIDERS,	Erika Mcreaken	PEARLAND	emcreaken@mediariders.com	832-533-	Yes

	INC.				3313	
1473851223600	METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	214-616-1851	Yes
1203326322400	MI CASA ENTERPRISES	Owner, Mgr/ Paula Karen Harlan	SEAGRAVES	harlan_karen@hotmail.com	806-546-0409	Yes
1742768479400	MICROASSIST INC	COO/Donald Twining	AUSTIN	DTWINING@MICROASSIST.COM	512-794-8440	No
1742742174200	MIRELES TECHNOLOGIES, INC.	Pres./Martha A. Mireles	SAN ANTONIO	mirelestech@live.com	210-557-1456	Yes
1752910732200	MMC GROUP, L.P.	Pamela J Young	IRVING	pyoung@mmcgrp.com	972-893-0100	No
1470993100100	MORGAN IT SECURITY	Owner, Louis A. Morgan	BRYAN	Mr.L.Morgan@gmail.com	502-319-3753	Yes
1271003772700	NASON / HARRIS ASSOCIATES	CHERYL NASON	ARLINGTON	NASONHARRI@AOL.COM	817-461-1267	Yes
1900254738800	NATIONWIDE TESTING SYSTEMS	Lezlie Claire Potts	HOUSTON	lezlie@nationwidetestingsys.com	713-869-8378	Yes
1200839056400	NEW HORIZONS CLC OF AUSTIN	Jamie Fiely x2460	AUSTIN	jfiely@nhaustin.com	512-349-9555	Yes
1274394480800	NEW RENEWABLE ENERGY TECHNOLOGIES LLC	Phil Fosso	HIGHLAND VILLAGE	fossop@asme.org	972-363-3204	Yes
1752082975900	NODUS, INC.	Debra Waggoner	DECATUR	debbie@nodusinc.com	940-627-9163	Yes
1272953312000	NSPIRE EDUCATION CONSULTANTS, LLC	RUBY J STEVENS-MORGAN	NAVASOTA	consultant@nspireeducation.com	859-299-5014	Yes

1731724421200	OAG CONSULTING LLC	President/OSCAR A. GONZALEZ	AUSTIN	OAGCONSULTINGLLC@ATT.NET	512-565-4135	Yes
1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	AUSTIN	sharvey@OAKHILLTECH.COM	512-288-0008	Yes
1462901283300	PD EXPERTS+, LLC	Jean Haverstick	THE JEWEL	pdexpertsplus@gmail.com	915-258-9702	Yes
1752660147500	PFORYM BUSINESS SOLUTIONS, INC.	Cheryl Benoit	LUBBOCK	cheryl_benoit@sbcglobal.net	806-781-9797	Yes
1742961703200	PREFERRED IT STAFFING SOLUTIONS,	Pres./Tina G. Guerrero	ROUND ROCK	tina.guerrero@preferredstaffing.net	512-310-7666	Yes
1262651209400	COME LLC	Brigitta Glick	SAN ANTONIO	bglick@provenirusa.com	210-479-3444	Yes
1460837850200	QUALITY121, LLC	Rhonda Richardson	BRYAN	info@quality121.com	979-777-1022	Yes
1452377642600	RAISE ACHIEVEMENT, LLC	Arati P. Singh	AUSTIN	asingh@raiseachievement.com	512-301-8952	Yes
1752890712800	RAY OF HOPE	SYNTHIA R. HARTFIELD	DALLAS	OURTURN3@NETZERO.COM	214-489-9090	Yes
1471253851200	RECOMM, LLC	Brandi M. Lara	KELLER	blara@recommhq.com	682-651-5017	Yes
1742237532300	RESEARCH ANALYSIS AND MAINTENANCE, INC	Ken Hill	STEP	hillk@ramincorp.com	915-592-7047	Yes
1753094983700	RESOURCE INTEGRATORS LLC	Audra Launey	AUSTIN	alauney@resourceintegrators.com	512-425-0975	Yes
1200029531600	RESOURCES FOR LEARNING, LLC	Linda Wurzbach	AUSTIN	lindaw@resourcesforlearning.net	512-327-	Yes

					8576	
1270635276700	RG TALENT SOLUTIONS, LLC	Reginald W Calhoun Sr	CEDAR HILL	rcalhoun@rgtalentsolutions.com	817-405-2838	Yes
1820544291800	RM WALKER TRAINING & FACILITATION	REGINALD WALKER	PFLUGERVILLE	TRAININGALL@ATT.NET	512-417-8988	Yes
1742985660600	Robeck CONSULTING, LLC	Robert Collier	FAIR OAKS RANCH	Bobcollier@RobeckConsulting.com	210-381-3025	Yes
1454366781100	ROBUST SERVICES & SOLUTIONS INC	Clarance Lasana	SAN ANTONIO	cslasana357@gmail.com	210-645-9903	Yes
1202752378100	SEC-OPS, INC.	Robert Lott	CORPUS CHRISTI	robert@secopsinc.com	361-299-6767	Yes
1412216339800	SHORE RESEARCH INCORPORATED	Karin Samii Shore	AUSTIN	karin@shoreresearch.net	512-826-2736	Yes
1271038216400	SIGMA RISK MANAGEMENT CONSULTING, LLC	Noel Cause	HOUSTON	noel@sigmariskmanagement.com	713-515-6635	Yes
1450661856100	SMITH SAFETY TRAINING & AUDITS, LLC	Roosevelt Smith, Sr.	SPRING	smithsafetytrainingaudits@gmail.com	832-525-5304	Yes
1473462311000	SOCIAL MEDIA TECHNOLOGIES, LLC	Roderick Jones	DALLAS	ric@socialmediaiq.net	214-800-2617	Yes
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	409-722-1485	Yes
1453229081500	STAR FORCE	Clarence Lowe	SAN ANTONIO	clarence@starforceusa.com	210-320-2077	Yes
1812073757400	STEMULATION FOR YOUTH CONSULTING	Bowman saw	PRAIRIE VIEW	info@tackleurdreams.com	979-525-6125	Yes
	STERLING	President &			281-	

1262630132400	PHYSICAL THERAPY &	CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	240-3140	Yes
1208890043100	STRATEGIC EDUCATION SOLUTIONS, LLC	Cynthia Burrow	AUSTIN	cburrow@strategicedsolutions.com	512-996-8814	Yes
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	Yes
1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	DALLAS	Leticiaram@srg5.com	972-523-2098	Yes
1203132635300	SUE ELLEN JACKSON MARKETING &	OWNER/SUE ELLEN JACKSON	AUSTIN	SEJACKSON@AUSTIN.RR.COM	512-345-5259	Yes
1562485180200	SYNERGY CREATIONS GROUP, LLC	Lee Sechrist	BRYAN	lee@synergycreationsgroup.com	979-488-9040	Yes
1582183363700	SYSPRO TECHNOLOGIES, INC.	Shri Gangal	PLANO	sgangal@sysprotech.com	214-440-3801	Yes
1134280998200	TEXAS TECHNOLOGY CONSULTING	CEO/Kate Connolly	AUSTIN	kconnolly@txtcgroup.com	512-288-5300	Yes
1461091812100	THE CHILDREN'S CAROUSEL ACADEMY, LLC	Karen A. Williamson Johnson	DESOTO	williamsonk6@aol.com	469-401-4241	Yes
1571173816900	THE CONXSIS GROUP, INC.	President/Abdul H. Shakir	ARLINGTON	अशकीर@कग्सिस.com	817-348-0060	Yes
1460946571200	THE LANGUAGE BRIDGE	Lorena Parada-Valdes	CORPUS CHRISTI	lorena@thelanguagebridge.net	361-425-2271	Yes
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	ALLEN	lcobb2000@yahoo.com	214-250-9930	Yes
1742765222100	THE MCDONALD CONSULTING GROUP, INC.	CEO/CTO-MARY MCDONALD	AUSTIN	info@mcdcg.com	512-280-7175	Yes

1752346001600	THE NELROD COMPANY	NELSON RODRIGUEZ	FORT WORTH	info@nelrod.com	817-922-9000	Yes
1473342347000	THE WELLNESS ADVOCATES GROUP, PLLC	Jeremy Jones	KINGWOOD	jjones@thewellnessadvocatesgroup.com	832-533-0529	Yes
1742555085600	THE WILSON GROUP	Sec / Wilma Groups	CORPUS CHRISTI	wgrupe@thewilsongrp.com	361-883-3535	Yes
1471761830100	THERAPY CIRCLES PLLC	Elizabeth Furler	HOUSTON	bfurler@sbcglobal.net	713-542-8118	Yes
1460991920500	THRIVAL SCHOOL LLC	Elizabeth M Frisch	AUSTIN	elizabeth@thrivalschool.com	512-481-2123	Yes
1201146140200	TIKS ENTERPRISE, LLC	Tameka Young-Finister	HOUSTON	tameka.young@tiksenterprise.com	888-468-0920	Yes
1463078484200	TOPSARGE BUSINESS SOLUTIONS LLC	and Elder	KILLEEN	dan.elder@topsarge.com	254-853-4410	Yes
1474440581300	TRUE NORTH DEVELOPMENT LLC	Shelley Pernot	AUSTIN	shelley@truenorthdevelop.com	512-200-4269	Yes
1202423821900	ULIBARRI-MASON GLOBAL HR, LP	Daniel Ulibarri	DALLAS	um@umglobalhr.com	214-452-8993	Yes
1461034345200	VESTEDIN AGING CONSULTING GROUP, LLC	Bridget Samuel	PEARLAND	bridget@vestedinaging.com	713-568-5045	Yes
1912158507900	VIGNON CORPORATION	Kathy Blanck	DALLAS	kathy.blanck@vignon.com	888-415-1556	Yes
1459276133300	W.J. FOSTER ENTERPRISES	DR. WILLIE J. FOSTER, SR., PH.D.	FORT WORTH	williejfoster02@gmail.com	972-589-5516	Yes
1462259752500	WATERLILY WRITING, LLC	MONIQUE DORSETT	ARLINGTON	pipeline@WATERLILYWRITING.COM	512-270-8550	Yes

1463264006700	WILLPOWER TECHNICAL WRITING	Onnesha Williams	HUTTO	owilliams@willpowertw.com	512-680-0421	Yes

Search found 147 vendors, 147 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(55),Section2 Class Code=924,Section2 Item(s)=(16)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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5

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY

PHYSICIAN/MID-LEVEL CLINICIAN (PROFESSIONAL) SERVICES

Commodity Codes: 948-74; 948-47; 948-48

DATE OPENED: JUNE 1, 2016 **DATE CLOSED: JUNE 10, 2016 at noon**

Scope of Work:
Clinician (physician or mid-level practitioner) is needed for publicly funded primary health care and expanded primary health care clinics, family planning clinics, and breast and cervical cancer clinics. Clinicians provide direct on-site services to low-income, indigent, and very poor populations at STFPHC. Services include complete physical exams, pregnancy confirmations, provision of birth control methods, primary health care services, and treatment medications, insertion of Implantable Devices, on-site screenings & treatments of STD's and infections, and other related breast & cervical cancer health care screenings, diagnosis, and treatments. The clinician will also make orders to send clients for radiological services, surgical services, etc., with those contracted with STFPHC. Clinicians must participate in day-to-day activities (follow-ups, site reviews, facility reviews, pharmacy reviews, staff observations, medical chart audits, attend quarterly staff trainings/meetings, etc.). The clinician is part of the agency's quality assurance committee. Clinicians must follow nationally recognized guidelines in clinical practice and must assist the medical director/asst. medical director to draft protocols, policies, procedures, etc., as requested. Off-site services include special diagnostic and treatment procedures such as certain LEEPs which must be done off-site in an outpatient type facility or surgical facility setting at local hospital.

Location of Work – Plans/Specifications:
The on-site work is done at South Texas Family Planning & Health Corporation Family Planning Clinics. The bulk of the services are done in Corpus Christi, Texas and seven surrounding counties where comprehensive clinics are located. Extensive Travel is required. There are 6 comprehensive family planning clinics with expanded and primary health care services; 4 natural family planning educational facilities; 6 Breast and Cervical Clinics; and 1 community-wide health education services project. Some work, such as LEEPS and other cervical diagnostic treatments/procedures are done off-site at the physician's private practice.

Bonding/Insurance Requirements:
The clinician must carry their own proof of professional medical liability to cover all acts & services done for South Texas Family Planning & Health Corporation (STFPHC) clients and should have STFPHC listed as "additionally insured" on their liability coverage or be able to be covered under the organizations coverage.

Required Qualifications:
The Clinician must be licensed to practice in the state of Texas and must be a physician, advanced nurse practitioner in family health, a physician's assistant, or physician licensed to perform primary health care services, breast & cervical cancer services, and family planning services. The clinician must be in good standing with the Texas Medical or Nursing Board, and have prescriptive authority. Experience in publicly funded programs is preferred. The Clinician must be able and willing to travel and carry and respond to a 24 hour emergency beeper and accept telephone calls from clinic staff 24 hours per day. The Clinicians work about 4+ hours per clinic session on-site at clinics as scheduled and assigned. Weekends and late evenings are required. Clinicians must be certified to insert and remove devices.

Contact Person:
Martha F. Zuniga, MPA, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone #: **(361) 855-7333 ext. 11 (Inform the person who answers the phone you are responding to this HUB subcontracting opportunity)**

Job Cost:
A clinician job description for on-site services will be sent to any interested parties and the position pays $225 - $325 per 4 hour clinic session to start. Spanish Speakers, those certified to insert and remove implants and IUD are paid at the higher rate. The clinician is not an employee of STFPHC, but rather an "independent contractor." Clinicians who wish to contract to provide off-site diagnostic or treatment procedures shall be reimbursed based on the state's maximum reimbursement rate for the particular procedure/service that is needed for that patient.

Deadline/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **06/10/2016 at 12:00 noon. All proposals must be received by 06/10/2016 at noon in order to be considered.**

Martha Zuniga

(5)

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 8:24 PM
To: toshamoore@amazingheartshas.com; drhebert1.tie@txindeval.com; 'eduke@segnian.com'; 'srg@vesahealth.com'
Subject: HUB Subcontracting Opportunity
Attachments: Physician-MidLevel-Clinician Professional Services HUB Subcontracting Opportunity.pdf

Hello Tosha Moore (Amazing Hearts Homecare and Staffing, LLC); Charles Hebert (Four Start Health and Safety, LLC); Anita Ellen Duke (Segnian BH Services, LLC); and Steven Gallegos (srg@vesahealth.com):

Your organizations have been identified on the Texas Comptrollers Historically Underutilized Business Central Master Bidders Listing for the attached HUB Subcontracting Opportunity. Attached you will find the following a Historically Underutilized Business (HUB) Subcontracting Opportunity that may be of interest to you and for which we encourage you to submit a written proposal for consideration.

1) **Physician/Mid-Level Clinician (Professional) Services** HUB Subcontracting Opportunity

(Deadline) A written response to the attached HUB subcontracting opportunity must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Results For HUBs on CMBL Search

Search found 43 vendors, 43 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(74),Section2 Class Code=948,Section2 Item(s)=(47),Section3 Class Code=948,Section3 Item(s)=(48)

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Vendor ID	Company Name	Contact Person	City	Email	Phone	Small Business	CI St
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	817-385-7111	Yes	Ac
1464922374100	APACHE MEDICAL SUPPLY, LLC	Ruthie Hebert	HOUSTON	keithrrk@me.com	713-528-2410	Yes	Ac
1204295194200	BILINGUISTICS, INC.	Pres./Ellen Kester	AUSTIN	ellen.kester@bilinguistics.com	512-480-9573	Yes	Ac
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	888-568-4271	Yes	Ac
1262290029300	CA (CARL AHMED) ASSOCIATES	Owner/Sorosh Ahmed	RICHARDSON	cahmed@gmail.com	214-995-7654	Yes	Ac
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	210-819-5834	Yes	Ac
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	281-630-7227	Yes	Ac
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	972-288-6177	Yes	Ac
1274474863800	DOC-AID TELEMEDICINE	Monica Saenz,	KATY	msaenz@doc-aid.com	281-712-	Yes	Ac

	SERVICES	MD			4722		
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	210-566-9995	Yes	Ac
1742632901100	ELITE PERSONNEL CONSULTANTS INC	Jeff Evins	AUSTIN	jefe@HRnetConnection.com	512-454-9561	No	Ac
1203852622900	ENTERPRISE ESP SERVICE PROVIDER, LLC	Clarence E. Lindsey	DALLAS	clindsey@enterprise-esp.com	469-619-3114	Yes	Ac
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	210-822-4005	Yes	Ac
1465683208700	FOUR STAR HEALTH AND SAFETY, LLC	Charles W. Hebert	CORPUS CHRISTI	drhebert1.tie@txindeval.com	855-944-7827	Yes	Ac
1562494342700	FRESH AIR FILTER SERVICE, INC.	Marcella Murrah	SAN ANTONIO	freshair@moment.net	210-872-7957	Yes	Ac
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	210-928-3900	Yes	Ac
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	844-766-6111	Yes	Ac
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	512-750-8161	Yes	Ac
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	210-858-9573	Yes	Ac
1742891838100	HIRE PRODUCTIVITY, INC.	Pres./Karen S Hoffman	AUSTIN	karen@hirepros.com	512-342-0055	Yes	Ac
1475274981300	HOME SPEECH	Owner/Wanda	CORPUS	wkapaun@hotmail.com	361-563-	Yes	Ac

	THERAPY, PLLC	Kapaun	CHRISTI		8460		
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	210-493-7452	Yes	Ac
1742963430000	INGENESIS, INC.	President/Veronia Edwards	SAN ANTONIO	commercial@ingenesis.org	210-366-0033	Yes	Ac
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	956-994-1700	Yes	Ac
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	800-467-3005	No	Ac
1473851223600	METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	214-616-1851	Yes	Ac
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	SAN ANTONIO	pegeen.kramer@gmail.com	210-569-2650	Yes	Ac
1742861021000	OAK HILL TECHNOLOGY INC.	REIGH GROSZ	AUSTIN	sharvey@OAKHILLTECH.COM	512-288-0008	Yes	Ac
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	409-838-5552	Yes	Ac
1760329606600	PHYSICIAN RESOURCES, INC.	President/Jolyn Scheirman	HOUSTON	pri@physicianresources.com	713-522-5355	Yes	Ac
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	832-615-7691	Yes	Ac
1760540576400	QUALITY DIALYSIS ONE L.P.	CEO/CYNTHIA BARCLAY	STAFFORD	cbarclay@qdiinc.com	281-491-4009	Yes	Ac
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	800-972-2054	Yes	Ac

1264178007200	RVD ENTERPRISES LLC	David R. Dixon	DALLAS	david@rvdenterprises.com	972-880-5674	Yes	Ac
1752863159500	SAGEBRUSH SOLUTIONS, L.L.C.	SALLY REAVES	ADDISON	sally.reaves@esagebrush.com	214-273-4302	Yes	Ac
1383980553100	SEGNIAN BH SERVICES LLC	Anita Ellen Duke	PALMER	eduke@segnian.com	214-301-2992	Yes	Ac
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	409-722-1485	Yes	Ac
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	281-240-3140	Yes	Ac
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	Yes	Ac
1462681980000	STRATEGY RESOURCE GROUP LLC	Irma L. Ramirez	DALLAS	Leticiaram@srg5.com	972-523-2098	Yes	Ac
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	SAN ANTONIO	vjohnson@tajmanagement.us	210-485-6126	Yes	Ac
1331098480500	THE LEARNING NETWORK, LLC	Laura Price Hayes	ALLEN	lcobb2000@yahoo.com	214-250-9930	Yes	Ac
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	SAN ANTONIO	srg@vesahealth.com	210-698-3779	Yes	Ac

Search found 43 vendors, 43 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(74),Section2 Class Code=948,Section2 Item(s)=(47),Section3 Class Code=948,Section3 Item(s)=(48)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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(6)

HISTORICALLY UNDERUTILIZED BUSINESS - CONTRACTING OPPORTUNITY
RADIOLOGY-IMAGING-DIAGNOSTIC SERVICES
Commodity Codes: 948-51; 948-97; 920-30
DATE OPENED: JUNE 1, 2016 **DATE CLOSED: JUNE 10, 2016 at noon**

Scope of Work:
Provision of radiological services such as x-rays, mammograms, ultrasounds, etc., as necessary for clients that are uninsured and low-income and covered by the state's Family Planning Program grant funds.

Location of Work – Plans/Specifications:
South Texas Family Planning & Health Corporation clinics will send the client to the Radiological facility with formal paperwork that covers the services ordered under the PCPE grant funds. The organization is a non-profit 501-C-3 corporation that provides family planning, men's health, primary health care, breast & cervical cancer services & other related health service and screenings to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers with expanded primary care; 4 natural family planning educational facilities; 6 breast and cervical cancer facilities; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The radiological facility must be insured to cover services performed for South Texas Family Planning & Health Corporation clients.

Required Qualifications:
The radiological facility must be certified by the American College of Radiology and DSHS and provide proof of passing inspection certificates as required. The facility must provide reports that are in accordance with nationally recognized guidelines and reported in BI-RAD standards and other standards. The facility must be able to provide results within in 1 working days and call back on adverse results immediately. The facility contracted must make arrangements within their current appointment scheduling system to allow for STFPHC clients to be provided services within 2 weeks from the time an appointment is requested.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Please inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by the radiological facility submitting bids. Bids may not be higher than the proposed maximum allowable rates reimbursed to STFPHC by the program that funds this bidding opportunity.

Deadline/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **06/10/2016 at 12:00 noon. All proposals must be received by 06/10/2016 at noon in order to be considered.**

Martha Zuniga

(6)

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 8:28 PM
To: 'sales@3tfederal.com'; toshamoore@amazingheartshas.com; 'luci.miller@millerids.com'; 'reena@vincatech1.com'
Subject: HUB Subcontracting Opportunity
Attachments: Radiology-Imaging-Diagnostic Services HUB Subcontracting Opportunity.pdf

Hello Sandeep S. Yadav (3T Federal Solutions, LLC); Tosha Moore (Amazing Hearts Homecare and Staffing, LLC); Luci Miller (Miller Imaging and Digital Solutions,LLC); and Reena Bansal (Vincatech1, LLC):

Your organizations have been identified on the Texas Comptrollers Historically Underutilized Business Central Master Bidders Listing for the attached HUB Subcontracting Opportunity. Attached you will find the following a Historically Underutilized Business (HUB) Subcontracting Opportunity that may be of interest to you and for which we encourage you to submit a written proposal for consideration.

1) **Radiology- Imaging-Diagnostic Services** HUB Subcontracting Opportunity

(Deadline) A written response to the attached HUB subcontracting opportunity must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Results For HUBs on CMBL Search

Search found 64 vendors, 64 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(51),Section2 Class Code=948,Section2 Item(s)=(97),Section3 Class Code=920,Section3 Item(s)=(30)

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Vendor ID	Company Name	Contact Person	City	Email	Phone	Sma Busi
1542025048000	3T FEDERAL SOLUTIONS LLC	Sandeep S Yadav	AUSTIN	sales@3tfederal.com	888-738-6723	Yes
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Tosha Moore	ARLINGTON	toshamoore@amazingheartshas.com	817-385-7111	Yes
1260278015200	AMBONARE INCORPORATED	Samuel Chen	AUSTIN	samuel.chen@ambonare.com	512-965-8445	Yes
1263871617000	ANDTECH SOLUTIONS, LLC	Myoshia Boykin-Anderson	HOUSTON	mbanderson@andtechllc.com	713-900-2600	Yes
1473650239500	AUSTINSTRATEGY, LLC	DONNA R. HOLLIDAY	WIMBERLEY	DONNA.HOLLIDAY@AUSTINSTRATEGY.COM	512-627-6669	Yes
1270784803700	BLEEK TECHNOLOGIES	Kelvin Chatman	HUMBLE	kchatman@bleektech.com	855-332-5335	Yes
1742646897500	BRIGHTLEAF GROUP, INC.	Jane Scott	AUSTIN	jane.scott@brightleafgroup.com	512-795-8900	Yes
1742781401100	BUSINESS INK, CO.	Susan Goodwin	AUSTIN	sgoodwin@businessink.com	512-467-1616	No
1260632667100	CAROLYN JOYCE	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	210-819-	Yes

	BARKSDALE, INC.				5834	
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	281-630-7227	Yes
1742775490200	CHECKPOINT SERVICES INC	KRISTEN L. COX	EL PASO	kristen.cox@checkpnt.com	915-581-1185	Yes
1273338028600	CLOUDPOINT SOLUTIONS	Karthik Angamuthu	AUSTIN	karthik@thecloudpoint.com	512-221-0780	Yes
1223858178400	COMPU-DATA INTERNATIONAL, LLC	Pres. & CEO/Juan J. Celaya	THE WOODLANDS	sales@cdlac.com	281-252-9238	Yes
1742771048200	CONNECTTEL, INC.	KANNAN KALIYUR	AUSTIN	kannank@connecttel.com	512-338-1111	Yes
1452046830800	CONVECTUS SOLUTIONS, LLC	Joanne Ung	DALLAS	joanne.ung@convectus.com	214-295-5517	Yes
1760076613700	CRINER-DANIELS & ASSOCIATES INC	WALTER CRINER	HOUSTON	walter2@crinerdaniels.com	713-787-0900	Yes
1760560869800	CYBERSOFT TECHNOLOGIES, INC.	Sitaram C Yarlagadda	HOUSTON	bhaskar.patel@cybersoft.net	281-453-8502	Yes
1742955301300	CYRUS TECHNOLOGY, L.L.C	BETH TURMAN	AUSTIN	cyrustech@swbell.net	512-560-9065	Yes
1742982870400	DATAXPORT.NET, L.L.C.	Beatriz Fernandez	EL PASO	beatriz.fernandez@dataxport.net	915-771-9090	Yes
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	210-566-9995	Yes
1721348878000	DYKON COMPUTER HELP CENTER, INC.	Eben N.Dike	SUGAR LAND	sales@dykonpc.com	713-843-7300	Yes
					210-	

1742193178700	DYNATOUCH CORPORATION	President / Thomas B. McClelland	SAN ANTONIO	tbmcclelland@dynatouch.com	828-8343	Yes
1742977440300	ELUMICOR INC.	Lisa McComb	SAN ANTONIO	lmccomb@elumicor.com	512-739-2209	Yes
1731700374100	ESSONOVA CORPORATION	Rachana Manvi	PLANO	rmanvi@essonova.com	972-241-0650	Yes
1770710996700	FIRECAT STUDIO, LLC	CEO/Susan Price	SAN ANTONIO	susan@firecatstudio.com	210-320-2391	Yes
1264455394800	FLAGTREE SYSTEMS LLC	President/Gurusamy Palanichamy	PLANO	palani@flagtree.com	512-692-7797	Yes
1202881934500	GMG AGENCY, LLC	ANA GOMEZ	MCALLEN	BIDS@GMGAGENCY.COM	956-686-5889	Yes
1200643648400	INFOSPOKE LLC	Mamatha Thatigutla	FRISCO	tmamatha@gmail.com	469-294-2919	Yes
1461206724000	JASS TECHNOLOGIES LLC	Satwinder Kahlon	AUSTIN	jasstech.austin@gmail.com	512-657-1966	Yes
1203154817000	K & COMPANY	Kay Kennemer	GEORGETOWN	kennemerk@gmail.com	512-496-3688	Yes
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	800-467-3005	No
1451564196800	LANZ & SWINNEY, LLC	Jonathan Lanz	HOUSTON	jlanz@lanzandswinney.com	713-979-4500	Yes
1205158007900	LOBLOLLY CONSULTING, LLC	President/Raj Nayak	AUSTIN	rnayak@loblollyconsulting.com	512-320-5421	Yes
1470986297400	LYNCVERSE TECHNOLOGIES, INC.	Shearrard Thomas	HOUSTON	sthomas@lyncverse.com	281-320-2949	Yes
					713-	

1202815606000	MADDISOFT, LLC	Ramesh Maddi	HOUSTON	rmaddi@maddisoft.com	449-1535	Yes
1900041824400	MEDIA RIDERS, INC.	Erika Mcreaken	PEARLAND	emcreaken@mediariders.com	832-533-3313	Yes
1742049505700	MILLER IMAGING AND DIGITAL SOLUTIONS,	President/Luci Miller	AUSTIN	Luci.Miller@millerids.com	512-478-8793	Yes
1752910732200	MMC GROUP, L.P.	Pamela J Young	IRVING	pyoung@mmcgrp.com	972-893-0100	No
1760197922600	MMI AGENCY	Freddy Dabaghi, Director of Marketing	HOUSTON	Freddy.Dabaghi@mmiagency.com	713-929-6983	No
1331173360700	MOBILE DENTAL MANAGEMENT, LLC	Pegeen Kramer	SAN ANTONIO	pegeen.kramer@gmail.com	210-569-2650	Yes
1383916983900	MOR IMAGING LLC	Matthew Ruth	DALLAS	matt@morimaging.com	972-240-4284	Yes
1202388108400	NASARE ENTERPRISES, LLC.	Nana K. Asare	HOUSTON	nana@nasarediscovery.com	832-566-4026	Yes
1752698598500	NEBULOGIC TECHNOLOGIES (HOLDINGS), INC.	Nivas Nallanthighall	PLANO	Nivas.Nallanthi@nebulogic.com	972-335-0699	Yes
1461621724700	NETCLOUD LLC	Mehul Satasia	ROUND ROCK	mehul@netcloud.us	512-670-8038	Yes
1200839056400	NEW HORIZONS CLC OF AUSTIN	Jamie Fiely x2460	AUSTIN	jfiely@nhaustin.com	512-349-9555	Yes
1010574406300	NOMAR ENTERPRISES, LLC	Contracting Admin/Kristy Weldon	MAGNOLIA	kristy.weldon@ruggeddepot.com	281-305-5012	Yes
1260828246800	ONE SOURCE INTERNATIONAL, LLC	Roderick Jackson	HOUSTON	roderick@osi-llc.com	713-516-5780	Yes
	PRINCIPLE				832-	

1271327765000	INFORMATION TECHNOLOGY	Nickell Cheruku	HOUSTON	reddy@principleinfotech.com	849-1120	Yes
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	832-615-7691	Yes
1461718170700	REAL TIME SOLUTIONS	Steve Schroeder	SAN ANTONIO	steve@rtsolutions.com	210-782-9999	Yes
1463896484200	SEMPER FEYE SOLUTIONS, INC.	Garry Olson Jr.	AUSTIN	garry.olson@semperfeye.com	512-660-1861	Yes
1481282551200	SIERRA INFOSYS INC	Raghunathan Kumar	HOUSTON	senthil@sierratec-us.com	713-747-9693	Yes
1820573641800	SISTEMA TECHNOLOGIES, INC.	Joe Vallejo, Business Cell 210-863-9777	SAN ANTONIO	joe@sistematechnologies.com	210-342-3380	Yes
1742487929800	SMALL BUSINESS COMPUTER SERVICES	RICARDO RODRIGUEZ	HARLINGEN	office@sbcs-rgv.com	956-421-3279	Yes
1412048486100	SMARTFILES, INC.	President / Vicki Bienski	BRYAN	vbienski@smartfiles.us	979-778-8080	Yes
1204891512300	STAFFOR CONSULTING LLC	Jack Nagdev	PLANO	jnagdev@staffor.com	972-362-1994	Yes
1203882288300	STELLARGY SERVICES, LLC	Mark Roberts	AUSTIN	mroberts@stellargy.com	512-394-3444	Yes
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	Yes
1760666086200	SUNNET SOLUTIONS CORPORATION	Sandy Huang	HOUSTON	sandy.huang@sunnet.us	713-783-8886	Yes
1204035091500	TANNERJACOBS GROUP LLC	Debbie Tanner-Jacobs	AUSTIN	tannerjacobs@austin.rr.com	512-266-7000	Yes

1201891755400	TECHPEOPLE.US INC	Amy Roy	AUSTIN	amy@techpeople.us	512-989-5959	Yes
1760569618000	TESSELLATIONS INCORPORATED	Sangita (Beni) Patel	THE WOODLANDS	beni@tessellations.us	936-321-1998	Yes
1113784701500	TOMATO GRAPHICS	Rock Langston, Creative Director/Principal	AMARILLO	studio@tomatographics.com	806-367-8086	Yes
1464221361600	VINCATECH1 LLC	Bansal,Reena	HOUSTON	reena@vincatech1.com	832-483-8599	Yes

Search found 64 vendors, 64 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(51),Section2 Class Code=948,Section2 Item(s)=(97),Section3 Class Code=920,Section3 Item(s)=(30)

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South Texas Family Planning & Health Corporation
4455 South Padre Island Drive, Suite #29
Corpus Christi, Texas 78411
Ph: (361) 855-7333 • Fax: (361) 851-2067
Website: www.stfphc.org

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7

HISTORICALLY UNDERUTILIZED BUSINESS - SUBCONTRACTING OPPORTUNITY
STERILIZATION (PROFESSIONAL PHYSICIAN MEDICAL) SERVICES
Commodity Codes: 948-46 and 948-74
DATE OPENED: JUNE 1, 2016 DATE CLOSED: JUNE 10, 2016

Scope of Work:
Provision of Sterilizations (Tubal Ligation/Essure Sterilization for females and Vasectomy for males) for clients who are eligible under the state Family Planning Program.

Location of Work – Plans/Specifications:
The work will be done by the physician at his/her office and/or outpatient facility and/or hospital. South Texas Family Planning & Health Corporation is a non-profit, 501-C-3 corporation that provides family planning & other health services to persons who are low-income, under-insured, and indigent. There are 6 comprehensive family planning clinics/men's health centers; 4 natural family planning educational facilities; 6 breast and cervical cancer clinics; and 1 community-wide health education services project.

Bonding/Insurance Requirements:
The physician must carry and provide proof of medical liability to cover sterilization procedures done for clients of the agency and must have privileges at hospitals and outpatient facilities which are contracted with STFPHC for facility use and/or for complicated sterilization procedures.

Required Qualifications:
The physician must be licensed in the state of Texas and must have necessary surgical accreditation to do services required in this opportunity.

Contact Person:
Martha F. Zuniga, Executive Director
South Texas Family Planning & Health Corporation
4455 S.P.I.D., Suite #29
Corpus Christi, TX 78411
Email: MarthaZuniga@STFPHC.org Phone: **(361) 855-7333 ext. 11 (Inform the person who answers the telephone you are responding to this HUB subcontracting opportunity)**

Job Cost:
To be proposed by the physician/professional submitting bids. Bids may not be higher than the proposed maximum allowable rates listed by the Health and Human Services Commission for service delivery under this bidding opportunity.

Deadlines/Date Closed: To respond, submit written proposal to contact person shown above by mail or email no later than **06/10/2016 at 12:00 noon. All proposals must be received by 06/10/2016 at noon in order to be considered.**

Martha Zuniga

From:	Martha Zuniga <MarthaZuniga@stfphc.org>
Sent:	Tuesday, May 31, 2016 8:31 PM
To:	alliedhealth@dichoso.net; toshamoore@amazingheartshas.com; vjohnson@tajmanagement.us; srg@vesahealth.com
Subject:	HUB Subcontracting Opportunity
Attachments:	Sterilization Services HUB Subcontracting Opportunity.pdf

(7)

Hello Helen Dichoso (Allied Health Services); Tosha Moore (Amazing Hearts Homecare and Staffing, LLC); Varnell Johnson (TAJ Management, LLC); and Steven Gallegos (Vesa Health & Technology, Inc.):

Your organizations have been identified on the Texas Comptrollers Historically Underutilized Business Central Master Bidders Listing for the attached HUB Subcontracting Opportunity. Attached you will find the following a Historically Underutilized Business (HUB) Subcontracting Opportunity that may be of interest to you and for which we encourage you to submit a written proposal for consideration.

1) **Sterilization (Professional Physician Medical) Services** HUB Subcontracting Opportunity

(Deadline) A written response to the attached HUB subcontracting opportunity must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Results For HUBs on CMBL Search

Search found 28 vendors, 28 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46),Section2 Class Code=948,Section2 Item(s)=(74)

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Vendor ID	Company Name	Contact Person	City	Email	Phone	Small Business	CMB Stat
1760591005200	ALLIED HEALTH SERVICES	HELEN DICHOSO	HOUSTON	alliedhealth@dichoso.net	713-524-4422	Yes	Activ
1383919109800	AMAZING HEARTS HOMECARE AND STAFFING LLC	Josha Moore	ARLINGTON	toshamoore@amazingheartshas.com	817-385-7111	Yes	Activ
1900788290500	BRACANE COMPANY	PAMELA NELSON	PLANO	PJNELSON@BRACANECO.COM	888-568-4271	Yes	Activ
1260632667100	CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	vq@cjbinc.net	210-819-5834	Yes	Activ
1320383090900	CB GLOBAL SOLUTIONS, LLC	Cynthia D. Beard, RN, BSN, MPA	HOUSTON	priorityclc@gmail.com	281-630-7227	Yes	Activ
1743088947100	CPR INSTITUTE INC.	Col. Roosevelt Speed	MESQUITE	cprinstituteinc@att.net	972-288-6177	Yes	Activ
1274474863800	DOC-AID TELEMEDICINE SERVICES	Monica Saenz, MD	KATY	msaenz@doc-aid.com	281-712-4722	Yes	Activ
1421649440200	DONALD L. MOONEY ENTERPRISES, LLC., DBA: ELITE	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	210-566-9995	Yes	Activ

1742632901100	PERSONNEL CONSULTANTS INC	Jeff Evins	AUSTIN	jefe@HRnetConnection.com	512-454-9561	No	Activ
1550797256800	FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	SAN ANTONIO	bo.depena@fidelitypartners.org	210-822-4005	Yes	Activ
1465708490200	GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	210-928-3900	Yes	Activ
1830420584400	GOOD TYPE, INC.	Blanca Lesmes	AUSTIN	blanca@bbimaging.net	844-766-6111	Yes	Activ
1471121669800	HIGH POINT CONSULTING, LLC	Kimberly Flasch	AUSTIN	KIM.FLASCH@HPOINTC.COM	512-750-8161	Yes	Activ
1460876947800	HIGHGROUND TECHNOLOGIES INC	Ronald E. Zimmerman Jr.	SAN ANTONIO	Ron.Zimmerman@HighGroundTech.com	210-858-9573	Yes	Activ
1475274981300	HOME SPEECH THERAPY, PLLC	Owner/Wanda Kapaun	CORPUS CHRISTI	wkapaun@hotmail.com	361-563-8460	Yes	Activ
1742902390000	HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	bids@hyperionbiotechnology.com	210-493-7452	Yes	Activ
1742963430000	INGENESIS, INC.	President/Veronia Edwards	SAN ANTONIO	commercial@ingenesis.org	210-366-0033	Yes	Activ
1742942598000	INNOVATIVE THERAPY, P.C.	CEO/Mary L. Thomas	MCALLEN	mt-pt4u@hotmail.com	956-994-1700	Yes	Activ
1452717921300	KERSH RISK MANAGEMENT LLC DBA KERSH HEAL	Brett James	PLANO	bjames@kershhealth.com	800-467-3005	No	Activ
1261976868700	PARC ENTERPRISES, INC.	Owner/Sandra Richardson	BEAUMONT	sandramarquis99@att.net	409-838-5552	Yes	Activ
	PHYSICIAN	President/Jolyn			713-		

1760329606600	RESOURCES, INC.	Scheirman	HOUSTON	pri@physicianresources.com	522-5355	Yes	Acti
1203904526000	PROHEALTH RESOURCES, LTD., LLP	Robin P. Ritchie	SUGAR LAND	rritchie@prohealthresourcesllp.com	832-615-7691	Yes	Acti
1264799729000	RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	800-972-2054	Yes	Acti
1760201231600	SOUTH COUNTY PHYSICAL THERAPY AND	TONYA CULVER	PORT ARTHUR	SCPT@ATT.NET	409-722-1485	Yes	Acti
1262630132400	STERLING PHYSICAL THERAPY &	President & CEO/Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	281-240-3140	Yes	Acti
1742782963900	STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	Yes	Acti
1475683894300	TAJ MANAGEMENT, LLC	Varnell Johnson	SAN ANTONIO	vjohnson@tajmanagement.us	210-485-6126	Yes	Acti
1261515156500	VESA HEALTH & TECHNOLOGY, INC.	Steven Gallegos	SAN ANTONIO	srg@vesahealth.com	210-698-3779	Yes	Acti

Search found 28 vendors, 28 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's On CMBL,Section1 Class Code=948,Section1 Item(s)=(46),Section2 Class Code=948,Section2 Item(s)=(74)

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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 7:45 PM
To: julio@regionalhca.org
Subject: HUB Subcontracting Opportunities - Package #1
Attachments: Pharmacist-In-Charge HUB Subcontracting Opportunity.pdf; Hospital and Outpatient Services HUB Subcontracting Opportunity.pdf; Independent Single Audit HUB Subcontracting Opportunity.pdf; Cytology Screening and Laboratory Testing HUB Subcontracting Opportunitiy.pdf

Hello Julie E. Florez (Regional Hispanic Contractors Association RHCA):

Attached you will find the following 4 of the 7 Historically Underutilized Business Subcontracting (HUB Subcontracting) Opportunities available to share with your association's membership. The remaining 3 opportunities will follow via separate email as "HUB Subcontracting Opportunities - package #2." We would be most grateful if you distributed these opportunities to your membership.

1) Pharmacist-In-Charge
2) Independent Single Audit
3) Hospital and Outpatient Services
4) Cytology Screening and Laboratory Testing Services

#1 - #4

(Deadline) Written responses to the HUB subcontracting opportunities mentioned herein must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 7:46 PM
To: julio@regionalhca.org
Subject: HUB Subcontracting Opportunities - package #2
Attachments: Radiology-Imaging-Diagnostic Services HUB Subcontracting Opportunity.pdf; Physician-MidLevel-Clinician Professional Services HUB Subcontracting Opportunity.pdf; Sterilization Services HUB Subcontracting Opportunity.pdf

Hello Julio E. Florez (Regional Hispanic Contractors Association (RHCA):

Attached you will find the last 3 of the 7 Historically Underutilized Business Subcontracting (HUB Subcontracting) Opportunities to please distribute to your association's membership.

5) Physician/Mid-Level Clinician (Professional) Services ✓
6) Radiology-Imaging-Diagnostic Services ✓
7) Sterilization (Professional) Physician Medical Services ✓

#5-#7

(Deadline) Written responses to the HUB subcontracting opportunities mentioned herein must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

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Martha F. Zuniga, M.P.A.
Executive Director
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 7:47 PM
To: 'panton@TAMACC.org'
Subject: HUB Subcontracting Opportunities - Package #1
Attachments: Pharmacist-In-Charge HUB Subcontracting Opportunity.pdf; Hospital and Outpatient Services HUB Subcontracting Opportunity.pdf; Independent Single Audit HUB Subcontracting Opportunity.pdf; Cytology Screening and Laboratory Testing HUB Subcontracting Opportunitiy.pdf

Hello Pauline Anton (Texas Association of Mexican American Chambers of Commerce TAMACC):

Attached you will find the following 4 of the 7 Historically Underutilized Business Subcontracting (HUB Subcontracting) Opportunities available to share with your association's membership. The remaining 3 opportunities will follow via separate email as "HUB Subcontracting Opportunities - package #2." We would be most grateful if you distributed these opportunities to your membership.

1) Pharmacist-In-Charge
2) Independent Single Audit
3) Hospital and Outpatient Services
4) Cytology Screening and Laboratory Testing Services

#1 -#4

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Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 7:47 PM
To: panton@TAMACC.org
Subject: HUB Subcontracting Opportunities - package #2
Attachments: Radiology-Imaging-Diagnostic Services HUB Subcontracting Opportunity.pdf; Physician-MidLevel-Clinician Professional Services HUB Subcontracting Opportunity.pdf; Sterilization Services HUB Subcontracting Opportunity.pdf

Hello Pauline Anton (Texas Association of Mexican American Chambers of Commerce (TAMACC):

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5) Physician/Mid-Level Clinician (Professional) Services
6) Radiology-Imaging-Diagnostic Services
7) Sterilization (Professional) Physician Medical Services

#5- #7

(Deadline) Written responses to the HUB subcontracting opportunities mentioned herein must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
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Executive Director
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Email: MarthaZuniga@STFPHC.org
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 7:42 PM
To: admin@hcadesa.org
Subject: HUB Subcontracting Opportunities - Package #1
Attachments: Pharmacist-In-Charge HUB Subcontracting Opportunity.pdf; Hospital and Outpatient Services HUB Subcontracting Opportunity.pdf; Independent Single Audit HUB Subcontracting Opportunity.pdf; Cytology Screening and Laboratory Testing HUB Subcontracting Opportunitiy.pdf

Hello Roy Attwood (Hispanic Contractors Association de San Antonio):

Attached you will find the following 4 of the 7 Historically Underutilized Business Subcontracting (HUB Subcontracting) Opportunities available to share with your association's membership. The remaining 3 opportunities will follow via separate email as "HUB Subcontracting Opportunities - package #2." We would be most grateful if you distributed these opportunities to your membership.

1) Pharmacist-In-Charge
2) Independent Single Audit
3) Hospital and Outpatient Services
4) Cytology Screening and Laboratory Testing Services

#1 - #4

(Deadline) Written responses to the HUB subcontracting opportunities mentioned herein must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
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Martha Zuniga

From: Martha Zuniga <MarthaZuniga@stfphc.org>
Sent: Tuesday, May 31, 2016 7:43 PM
To: admin@hcadesa.org
Subject: HUB Subcontracting Opportunities - package #2
Attachments: Radiology-Imaging-Diagnostic Services HUB Subcontracting Opportunity.pdf; Physician-MidLevel-Clinician Professional Services HUB Subcontracting Opportunity.pdf; Sterilization Services HUB Subcontracting Opportunity.pdf

Hello Roy Attwood (Hispanic Contractors Association de San Antonio):

Attached you will find the last 3 of the 7 Historically Underutilized Business Subcontracting (HUB Subcontracting) Opportunities to please distribute to your association's membership.

5) Physician/Mid-Level Clinician (Professional) Services
6) Radiology-Imaging-Diagnostic Services
7) Sterilization (Professional) Physician Medical Services

#5- #7

(Deadline) Written responses to the HUB subcontracting opportunities mentioned herein must be received no later than June 10, 2016 at noon. If you have any questions or need further information, please contact me via email or at the phone number shown below.

Sincerely,
Martha F. Zuniga, M.P.A.
Executive Director
Ph: 361/855-7333
Email: MarthaZuniga@STFPHC.org
Website: www.STFPHC.org
South Texas Family Planning & Health Corporation (STFPHC)
"Serving with excellence, commitment, and pride every single day!"

CONFIDENTIALITY NOTICE: The information contained in this email, including attachments, may be privileged, proprietary, and/or confidential as provided by law. The information in this email is intended only for the use of the individual or entity to whom it is addressed. If you have received this communication in error, please notify the sender by replying to the email message and immediately destroy/delete the email, attachments, and any and all copies you received. If you are not the intended recipient of this email, or not the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding, use, etc., of any or all information or materials contained in this email is STRICTLY PROHIBITED and that you may be subject to civil liability for any use of privileged, proprietary, and/or confidential information contained herein.

Glenn Hegar
Texas Comptroller of Public Accounts
Welcome to your official online window on state government services from the Texas Comptroller of Public Accounts.

Related Links

- CMBL Program
- HUB Certification Agreements
- Vendor Performance Tracking System
- Vendor Advocacy Committee (VAC)

External Links

- Texas Government Code, Chapter 2161
- Texas Administrative Code, Chapter 20, Subchapter B

Minority & Women Organization Links

The Statewide HUB Program collaborates with various minority and women business trade organizations and development centers to circulate information pertaining to the initiatives of the Statewide HUB Program. Identified below are some of the minority and women trade organizations and development centers the Statewide HUB Program has work with. In addition, these entities have expressed their willingness to accept notices of subcontracting opportunities from vendors to distribute to their minority and woman-owned business members.

NOTE: The entities listed above have consented to be listed on this site and have agreed to participate in allowing vendors to provide them with notice of their subcontracting opportunities per TAC §20.14. To be added to the list, please call or email the Statewide HUB Marketing Coordinator, at (512) 463-5894 or

[+] Asian Contractor Association

Website:	www.acta-austin.com
Contact:	Aletta Banks
Email:	asiancontractor@gmail.com
Phone:	512-926-5400
Fax:	512-926-5410

[+] Dallas/Fort Worth Minority Supplier Development Council

Website:	www.dfwmsdc.com
Contact:	Rafia Floyd
Email:	rafia@dfwmsdc.com, sourcing@dfwmsdc.com

Phone: 214-630-0747
Fax: 214-637-2241

[+] El Paso Hispanic Chamber of Commerce

Website: www.ephcc.org
Contact: Terri Reed
Email: treed@ephcc.org
Phone: 915-566-4066
Fax: 915-566-9714

[+] Golden Triangle Minority Business Council

Website: www.gtmbc.com
Contact: Beverly H. Hatcher
Email: hatcher.beverly@gtmbc.com
Phone: 409-962-8530
Fax: 409-722-5402

[+] Hispanic Contractors Association de San Antonio

Website: www.hcadesa.org
Contact: Roy Attwood
Email: admin@hcadesa.org
Phone: 210-444-1100
Fax: 210-444-1101

[+] Houston Minority Supplier Development Council

Website: www.hmsdc.org
Contact: Angela Freeman
Email: angela.freeman@hmsdc.org

Phone: 713-271-7805
Fax: 713-271-9770

[+] Regional Hispanic Contractors Association (RHCA)



Website: www.TAMACC.org
Contact: Julio E. Florez
Email: Julio@regionalhca.org
Phone: 972-786-0909
Fax: 972-786-0910

[+] South Central Texas Regional Certification Agency

Website: www.sctrca.org
Contact: Julio Fuentes
Email: jfuentes@sctrca.org
Phone: 210-227-4722
Fax:

[+] Southwest Minority Supplier Development Council

Website: http://www.smsdc.org
Contact: Noelle Flowers
Email: Noelle@smsdc.org
Phone: 512-386-8766
Fax: 512-386-8958

[+] Texas Association of African American Chambers of Commerce (TAAACC)

Website: www.taaacc.org
Contact: Charles O'Neal
Email: cro@taaacc.org
Phone: 512-535-5610

[−] Texas Association of Mexican American Chambers of Commerce (TAMACC)



Website: www.TAMACC.org
Contact: Pauline Anton
Email: panton@TAMACC.org
Phone: 512-444-5727

[+] Tri-County Black Chamber of Commerce

Website: http://www.tcbcc.org/
Contact: Leondria Thompson
Email: procurement@tcbcc.org
Phone: 832-875-3977
Fax: 281-336-0870

[+] US Pan Asian American Chamber of Commerce SW

Website: www.uspaacc-sw.org
Contact: Grace McDermott
Email: gmcdermott@uspaacc-sw.org
Phone: 682-367-1393
Fax: 817-469-9485

[+] Women's Business Council - Southwest

Website: http://www.wbcsouthwest.org
Contact: Anna Skultety
Email: askultety@wbcsouthwest.org
Phone: 817-299-0566

[+] Women's Business Enterprise Alliance

Website:	www.wbea-texas.org
Email:	bids@wbea-texas.org
Phone:	713-681-9232

texas4hubs@cpa.state.tx.us.

In 2015, the Texas Legislature passed House Bill 855, which requires state agencies to publish a list of the three most commonly used Web browsers on their websites. The Texas Comptroller's most commonly used Web browsers are Microsoft Internet Explorer, Google Chrome and Apple Safari.

×

TEXAS Health and Human Services System

HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: South Texas Family Planning & Health Corp. Address: 4455 South Padre Island Dr., Ste. #29 City: Corpus Christi State: TX ZIP: 78411 Main Telephone #: 361-855-7333 Website: www.STFPHC.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 46
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. **Security Official:** Name: Will Farley Address: 4455 South Padre Island Dr., Ste. #29 City: Corpus Christi State: TX ZIP: 78411 Telephone #: 361-855-7333 Email Address: WillFarley@STFPHC.org
	B. **Privacy Official:** Name: Will Farley Address: 4455 South Padre Island Dr., Ste. #29 City: Corpus Christi State: TX ZIP: 74811 Telephone #: 361-855-7333 Email Address: WillFarley@STFPHC.org

5. HHS Agency Information Provide the following information if known.

Contract Mgr:		Email Address:		Agency:	
Telephone #:		Requesting Dept:		PO/Contract #:	

6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 72
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	70
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	1
c. Cloud Services. Number of Cloud Services in use.	1
d. Data Centers. Number of Data Centers in use.	0
7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	**Select Option**
a. 499 individuals or less **b.** 500 to 999 individuals **c.** 1,000 to 99,999 individuals **d.** 100,000 individuals or more	○ a. ◉ b. ○ c. ○ d.
8. HIPAA Business Associate Agreement	**Yes or No**
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	◉ Yes ○ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	◉ Yes ○ No
9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	**Yes or No**
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	◉ Yes ○ No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	◉ Yes ○ No
10. Does Applicant/Bidder have any **Optional Insurance** currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	◉ Yes ○ No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)	
1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	**Yes or No**
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	☒ **No Electronic Systems**
1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (**FIPS 140-2 encryption*** preferred.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (**FIPS 140-2 encryption*** preferred.)	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm	

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	◉ Yes ○ No
Action Plan for Compliance with a timeline:	Compliance Date:

Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: 	Date: **06/14/2016**

To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to InfoSecurity@hhsc.state.tx.us.

Submit by email

TEXAS Health and Human Services System

HHS Enterprise Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
Email: InfoSecurity@hhsc.state.tx.us

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: South Texas Family Planning & Health Corp. Address: 4455 South Padre Island Dr., Ste. #29 City: Corpus Christi State: TX ZIP: 78411 Main Telephone #: 361-855-7333 Website: www.STFPHC.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/ Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 46
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. **Security Official:** Name: Will Farley Address: 4455 South Padre Island Dr., Ste. #29 City: Corpus Christi State: TX ZIP: 78411 Telephone #: 361-855-7333 Email Address: WillFarley@STFPHC.org B. **Privacy Official:** Name: Will Farley Address: 4455 South Padre Island Dr., Ste. #29 City: Corpus Christi State: TX ZIP: 74811 Telephone #: 361-855-7333 Email Address: WillFarley@STFPHC.org

5. HHS Agency Information Provide the following information if known.

Contract Mgr:		Email Address:		Agency:	
Telephone #:		Requesting Dept:		PO/Contract #:	

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Contractor Agents" means Contractor's representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Contractor's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

"Other Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

"Outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

"Software" means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

"Turnover" means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

"Turnover Plan" means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

"VUTC" means HHSC's Uniform Terms and Conditions – Vendor, Version 2.12

"WSD" means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. **GENERAL PROVISIONS**

2.01 **Controlling Order**

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

a. The Signature Document;
b. These Special Conditions;
c. HHSC Uniform Terms and Conditions – Vendor;
d. The Solicitation and any addendums, corrections, and clarifications; then
e. Contractor's Solicitation Response and any agreed to modifications.

2.02 **Inducements**

In awarding the Contract, the HHSC relies on Contractor's assurances of the following:

a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
c. Contractor has performed similar WSD for other public or private entities;
d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC's current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
e. Contractor has had the opportunity to review and understand the State's stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract; and

f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 **Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

a. Make public policy;
b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 **Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 **Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 **Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 **Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 **Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 **Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 **Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 **Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

(1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
(2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
(3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 **Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 **Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 **Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 **Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 **No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 **E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

(1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
(2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 **Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than $100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

(1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
(2) Object to the selection of the Subcontractor; or
(3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. **PERFORMANCE**

5.01 **Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

(1) Compliance with Contract requirements, including all representations and warranties;
(2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
(3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
(4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

(5) Timeliness, completeness, and accuracy of WSD; and
(6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. **AMENDMENTS AND MODIFICATIONS**

6.01 **Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 **Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 **Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. **AUDITS AND RECORDS**

7.01 **Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/529.PDF. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 **Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 **Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

(1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
(2) Performed by Contractor as part of the WSD; or
(3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. **PAYMENT**

8.01 **Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. **CONFIDENTIALITY**

9.01 **Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 **Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 **Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. **DISPUTES AND REMEDIES**

10.01 **Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 **Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
2) Require additional or different corrective action(s) of HHSC's choice;
3) Suspension of all or part of the Contract or WSD;
4) Prohibit Contractor from incurring additional obligations under the Contract;
5) Issue stop Work Orders;
6) Assessment of liquidated damages as provided in the Contract;
7) Accelerated or additional monitoring;
8) Withholding of payments; and
9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 **Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 **Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. **DAMAGES**

11.01 **Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

1) Through direct assessment and demand for payment to Contractor; or
2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 **Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 **Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 **Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 **Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 **Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 **Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 **Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

(1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
(2) Audit, inspection, or other investigative purposes; and
(3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 **Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Costal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the Base Contract ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency _____("HHS") and_____ ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. 529-16-0102-00007 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. ***45 CFR 164.504(e)(1)-(3)*** This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with_____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, 201 . __	**DATE:**	_____